

# San Diego Unified Port District

## Meeting Agenda Board of Port Commissioners

Tuesday, February 11, 2025, 1:00 p.m.  
Don L. Nay Port Administration Boardroom  
3165 Pacific Hwy.  
San Diego, CA 92101

The Board of Port Commissioners (Board) hereby provides notice that it will hold a regular meeting of the Board. It is possible that some of the Commissioners may attend the meeting and participate remotely to the same extent as if they were present in accordance with Assembly Bill 2449.

### PUBLIC PARTICIPATION:

The public is welcome to attend in person, or alternatively:

Members of the public may view this meeting via livestream at:  
<https://www.portofsandiego.org/about-port-san-diego/board-meetings>

### PROVIDING PUBLIC COMMENT:

Public comment is limited to 3 minutes per speaker on both agenda, and non-agenda items. The time allotted for speakers may be adjusted by the Board Chair at his or her discretion. Items under the Consent Agenda section are considered to be routine, and will be acted upon with one vote. If you wish for an item to be removed from the Consent Agenda for further discussion, please submit your request to the District Clerk prior to the commencement of the meeting.

Public comment is available for this meeting by doing one of the following no later than the time the public comment portion for the agenda item is concluded, however the public is strongly encouraged to do so prior to the item being called:

In-Person Participation: Complete and submit a Speaker Slip and give to the District Clerk

### Remote Participation:

1. Call 619-736-2155 and leave a brief voicemail message that will be played during the meeting. A voicemail longer than the time allotted for public comment on that item will be stopped after that time has elapsed.
2. Email a request to provide live comment to [PublicRecords@portofsandiego.org](mailto:PublicRecords@portofsandiego.org) to receive a link to participate in the meeting to provide live comments. \*
3. Submit written comments to [PublicRecords@portofsandiego.org](mailto:PublicRecords@portofsandiego.org). Written comments received at least 2 hours prior to the commencement of the meeting will be distributed to the Board and posted online with the meeting materials. Written comments received after the time frame will be included in the agenda-related materials record for the meeting.

\* The Port of San Diego is not responsible for the member of the public's internet connections or technical ability to participate in the meeting. It is highly recommended that you use voicemail rather than provide live comment.

UNA TRANSMISIÓN EN INGLÉS Y EN ESPAÑOL DE LA REUNIÓN DE LA JUNTA ESTARÁ DISPONIBLE AL PÚBLICO A TRAVÉS DE UNA TRANSMISIÓN EN DIRECTO EN:

<https://www.portofsandiego.org/about-port-san-diego/board-meetings>

NOTA ESPECIAL PARA PARTICIPANTES DE COMENTARIOS PÚBLICOS:

Servicios de interpretación estarán disponibles durante la reunión para traducir comentarios públicos del español al inglés.

In keeping with the Americans with Disabilities Act (ADA), the San Diego Unified Port District will make every reasonable effort to encourage participation in all its public meetings. If you require assistance or auxiliary aids in order to participate at this public meeting, please contact the Office of the District Clerk at [publicrecords@portofsandiego.org](mailto:publicrecords@portofsandiego.org) or (619) 686-6200 at least 48 hours prior to the meeting.

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the San Diego Unified Port District to all or a majority of the Board of Port Commissioners, including those records distributed less than 72 hours prior to that meeting, but received at least 2 hours prior to meeting, can be viewed online at <https://www.portofsandiego.org/about-port-san-diego/board-meetings>, or are available for inspection at the Office of the District Clerk, 3165 Pacific Highway, San Diego, California during normal business hours.

For the agenda online and more information about the Commissioners' names and city representation, and future Board meeting dates, please visit our website at [www.portofsandiego.org](http://www.portofsandiego.org).

As a courtesy to all who attend these public meetings, please turn all cell phones to off or vibrate before entering the Board Room.

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- A. **Roll Call**
- B. **Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) by a Commissioner, if applicable**
- C. **Pledge of Allegiance**
- D. **Special Order of the Day**
- Anchors of Excellence
- E. **Closed Session Report Out**
- F. **Public Communications**
- Please limit comments to 3 minutes per speaker. No actions may be taken on these items.*
- G. **Board Committee Reports**
- None.
- H. **Commissioners' Reports**
- No actions may be taken on these items.*
- I. **Special Recognition**
- Black History Month
  - President's Day
- J. **President's Report**
- K. **District Clerk's Announcements**
- L. **Approval of Minutes**
- January 14, 2025 - Draft Closed Session Meeting Minutes
  - January 14, 2025 - Draft BPC Meeting Minutes
- M. **Consent Agenda**
1. **Five-year agreement with Mark43, Inc. for the Purchase and Implementation of Computer-Aided Dispatch and Police Mobile Software., 2024-406**  
**Resolution Authorizing Single Source, Five-year Agreement with Mark43, Inc., Not-to-Exceed \$1,079,055, for Computer-Aided Dispatch and Police Mobile Software as a Service, Solution Implementation and Subscription.**
  2. **Directory of Classification Specifications for Fiscal Year 2024/2025, 2025-036**  
**Resolution Amending the San Diego Unified Port District Directory of Classification Specifications for Fiscal Year 2024/2025.**

3. **50-year Storm Drain Easement to the City of Coronado, 2025-050**  
Ordinance (1) Finding the Board Action Exempt Under the California Environmental Quality Act (CEQA), Including Without Limitation CEQA Guidelines Section 15301; and (2) Granting a 50-year Easement to the City of Coronado for the Ownership and Operation of a Storm Drain Located at First Street in the City of Coronado
4. **Resolution Amending BPC Policy No. 630, FWA Prevention Policy, 2025-058**  
Adopt Resolution Amending Board of Port Commissioner's Policy No. 630, Fraud, Waste, and Abuse Prevention Policy
5. **Conflict of Interest Code Amendment, 2024-362**  
Ordinance Amending the Conflict of Interest Code of the San Diego Unified Port District
6. **Resolution Authorizing General Counsel to Execute Amendments to Legal Services Agreement With Sidley Austin by Up to \$900,000 From \$450,000 to \$1,350,000, 2025-079**  
Resolution Authorizing the General Counsel to Execute Amendments to Legal Services Agreement With Sidley Austin by Up to \$900,000 From \$450,000 to \$1,350,000; FY 2025 Expenditures Are Budgeted, All Funds for Future Fiscal Years Will Be Budgeted in the Appropriate Fiscal Year, Subject to Board Approval Upon Adoption of Each Fiscal Year's Budget
7. **Easement to Pasha Automotive Services for Solar Improvements at the National City Marine Terminal Warehouse 24-B, 2025-080**  
Ordinance (1) Granting an Easement In Substantial Form to Pasha Automotive Services for Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City; and (2) Consenting to the Sub-Easement from Pasha Automotive Services to Catalyze National City Terminal Avenue Microgrid, LLC in Substantial Form for the Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City

**N. Action Agenda**

1. **Update on the Airport Transit Connection, 2025-051**  
Informational Update on the Airport Transit Connection by San Diego Association of Governments Staff
2. **Adopt a Policy on Low Carbon Fuel Standard Program., 2025-057**  
**A. INFORMATIONAL UPDATE ON SAN DIEGO UNIFIED PORT DISTRICT'S LOW CARBON FUEL STANDARD PROGRAM B. RESOLUTION ADOPTING BOARD OF PORT COMMISSIONERS POLICY NO. 784, LOW CARBON FUEL STANDARD PROGRAM**
3. **Mid-Year Financial Presentation, 2025-062**  
Presentation on the Remaining Unrestricted Fund Balance of \$5.5 Million and FY 2025 Projected Year- Financial Results.

**4. Review and Consideration of Draft Proposed Board Agenda for the March 11, 2025 Meeting, 2025-022**

**O. Officer's Report**

**MONTHLY NOTIFICATION OF CHANGE ORDERS PURSUANT TO BPC POLICY NO. 110:**

A) Change Order No. 1 to Contract No. 2020-16 with California Constructors - 60 Calendar Day Time Extension thru 02-12-2025

B) Change Order No. 04 to Contract No. 2022-03 with The Ryan Company, Inc. - Increases Contract Amount by \$78,339.64 & 70 Calendar Day Time Extension thru 03-28-2025

**MONTHLY NOTIFICATION OF COST RECOVERY USER FEE WAIVERS GRANTED BY THE EXECUTIVE DIRECTOR PURSUANT TO BPC POLICY NO. 106:**

A) Request for User Fee Waiver Form from San Diego Community Power for San Diego Community Power Meetings in Don L. Nay Port Administration Boardroom, for total amount \$1,000.00

**MONTHLY NOTIFICATION OF RENT REVIEWS CONSENTED TO ADMINISTRATIVELY PURSUANT TO BPC POLICY NO. 355 AS AMENDED ON JANUARY 10, 2017:**

None to Report

**MONTHLY NOTIFICATION OF ENCUMBRANCES CONSENTED TO ADMINISTRATIVELY PURSUANT TO BPC POLICY NO. 355 AS AMENDED ON JANUARY 10, 2017:**

None to Report

**MONTHLY NOTIFICATION OF LEASE AMENDMENTS CONSENTED TO ADMINISTRATIVELY PURSUANT TO BPC POLICY NO. 355 AS AMENDED ON JANUARY 10, 2017:**

None to Report

**San Diego Unified Port District  
Special Meeting Minutes  
Board of Port Commissioners**

**January 14, 2025, 10:00 a.m.  
Don L. Nay Port Administration Boardroom  
3165 Pacific Hwy.  
San Diego, CA 92101**

Commissioners Present: Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, Michael Zucchet

Officers Present: Chadwick, Largent, Medina, Morales, Russell, Yeilding

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**A. Roll Call**

**B. Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) by a Commissioner, if applicable**

No requests were received.

**C. Public Communications**

The following member(s) of the public addressed the Board with non agenda-related comments: None.

**D. CLOSED SESSION**

Thomas A. Russell, General Counsel, announced the Closed Session items as follows:

**1. Closed Session Item No. 1**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Government Code Section 54956.8

Property: SDUPD – Approximately 24,108 square feet of tideland area located at 750 North Harbor Drive in the City of San Diego, California

Negotiating Parties:

Fish Market Restaurants, Inc. – Thomas B. Wilson

The Brigantine, Inc. – Michael A. Morton Jr., Richard Ledford

SDUPD – Randa Coniglio, Scott Chadwick, Anthony Gordon, Adam Meyer, Amber Jensen, Amy Gerritsen

Under Negotiations: Price and Terms

No reportable action was taken on this item.

**2. Closed Session Item No. 2**

CONFERENCE WITH REAL PROPERTY NEGOTIATOR  
Government Code Section 54956.8

Property: Approximately 13.5 acres of tideland area located at 1201 First Street, in the City of Coronado, California

Negotiating Parties:

Port Coronado Associates, LLC – Arthur E. Engel, Christian Herrera  
SDUPD - Randa Coniglio, Scott Chadwick, Anthony Gordon, Adam Meyer,  
Alexa Paulus, Donovan Marinez

Under Negotiation: Price and Terms

No reportable action was taken on this item.

**3. Closed Session Item No. 3**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION  
Significant exposure to litigation Government Code Section 54956.9(d)(2)

One (1) case

No reportable action was taken on this item.

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Secretary, Board of Port  
Commissioners

San Diego Unified Port District

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Clerk of the San Diego Unified Port  
District

**San Diego Unified Port District**  
**Meeting Minutes**  
**Board of Port Commissioners**

**January 14, 2025, 2:00 p.m.**  
**Don L. Nay Port Administration Boardroom**  
**3165 Pacific Hwy.**  
**San Diego, CA 92101**

Commissioners Present: Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, Michael Zucchet

Officers Present: Chadwick, Largent, Medina, Morales, Russell, Yeilding

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**A. Roll Call**

**B. Statement (just cause) and/or Consideration of a Request to Participate Remotely (emergency circumstances) by a Commissioner, if applicable**

No requests were received.

**C. Pledge of Allegiance**

Commissioner Malcolm led the pledge of allegiance.

**D. Special Order of the Day**

The following member(s) of the public addressed the Board with agenda-related comments: None.

**1. Proclamation of Gratitude for Andy Yuen, United States Fish & Wildlife Service**

Commissioner A. Moore, Commissioner Malcolm, Commissioner Urtasun, and Chair Moore provided comments. Andy Yuen was invited to speak.

**On a motion made by:** Frank Urtasun

**Seconded by:** Dan Malcolm

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**2. Anchors of Excellence**



Chair Moore introduced the Anchors of Excellence program and explained that the Board will dedicate time during the monthly Board of Port Commissioners meeting to celebrate and recognize impactful community members, businesses, and non-profit organizations in the region. Chair Moore then announced the first awardees, Youth Climate Advisors and the Clean Coast Collaborative, two organizations based out of Imperial Beach that are raising awareness about the ongoing Tijuana River Valley Pollution Crisis.

Commissioner Malcolm provided comments. Mayor Paloma Aguirre, Imperial Beach, was invited to speak. Josh Nungaray, Youth Climate Advisors and Luis Galvan, Clean Coast Collaborative were also invited to speak.

**E. Closed Session Report Out**

Thomas A. Russell, General Counsel, announced that the Board considered items on the Closed Session Agenda. Mr. Russell stated that no reportable action was taken.

**F. Public Communications**

The following member(s) of the public addressed the Board with non agenda-related comments: Craig Sheets

**G. Board Committee Reports**

Commissioner Zucchet announced the Audit Oversight Committee held a meeting on December 12, 2024, and shared that during the meeting the Port's external auditors, Moss Adams, presented the Port's audit results in which they gave a clean opinion. Commissioner Zucchet also reported that the committee reviewed and recommended the proposed updates to BPC Policy 630, Fraud, Waste and Abuse Prevention, as well as received status reports on the FY 2025 Audit Plan and the Fraud, Waste and Abuse Hotline. The next meeting is set for March 2025.

**H. Commissioners' Reports**

Commissioner A. Moore provided an update on the South Bay Business Roundtable held on December 12, 2024, with the City of Chula Vista, the Chula Vista Chamber of Commerce, the South County Economic Development Council, Gaylord Pacific, Sun Outdoors San Diego Bay and Pacifica Companies. Commissioner A. Moore thanked Chula Vista Mayor McCann, Councilmembers, and Chula Vista City Attorney Verdugo for participating in the public discussion to identify ways in which collaboration can be used to support small businesses.

Chair Moore announced the Port of San Diego was the title sponsor of the 45th Annual Holiday Bowl 5K Walk and Run and Balloon Parade, on December 27, 2024. Three Port Commissioners made an appearance in the parade and the festivities wrapped up with the Holiday Bowl Game between Syracuse and Washington State. Chair Moore shared that this tradition has provided a

significant economic boost for the community, generating over 900,000 room nights and \$1 billion in revenue since beginning in 1978.

**I. Special Recognition**

Christine Antoine, Senior Policy Administrator, Energy and Policy, shared that January 15 is Dr. Martin Luther King Jr.'s birthday and is recognized as a federal holiday which is observed this year on January 20, 2025. Ms. Antoine explained that Dr. King was a leader of the American Civil rights movement in the 1950s and 1960s, and is known for organizing peaceful protests, leading a campaign to end segregation and was also the youngest person to win the Nobel Peace Prize.

Ms. Antoine also recognized that January 29, 2025, is the beginning of the Lunar New Year which is celebrated in East and Southeast Asian cultures. Ms. Antoine shared that this holiday is tied to the lunar calendar and began as a time for feasting and to honor household and heavenly deities, as well as ancestors. Red and gold are lucky colors and 2025 is the Year of the Snake.

**J. President's Report**

Scott Chadwick, President/CEO, reported that the progress made on the Navy Pier Headhouse Demolition Project, which started in May 2024, consisted of hazardous materials abatement, utility relocations, and structural deconstruction of the headhouse. Mr. Chadwick announced that approximately 2500 tons of demolition debris have been removed and properly disposed of off Tidelands. The demolition project is anticipated to be completed in March 2025 and the ribbon-cutting event for Freedom Park by early 2028.

Mr. Chadwick then provided a recap of the December events supported by the Port's Parks and Recreation team which included the Makers Arcade Holiday Fair, the 54th Annual Parade of Lights, the South Bay Holiday Event at the Port Aquatic Center, and the San Diego Holiday Bowl 5K run and parade.

Lastly, Mr. Chadwick announced that Job Nelson, Vice President, Strategy and Policy, was invited to speak at the Society of American Military Engineers (SAME) on January 8, 2025. SAME's mission is to lead collaboration in support of our national security priorities through advancing strategic goals. Mr. Chadwick stated that the group was very interested in learning more about the Port's electrification efforts and exploring possible collaboration and partnership.

**K. District Clerk's Announcements**

Donna Morales, District Clerk, reported that as required by the Brown Act and directed by the Board of Port Commissioners, on the agenda is an item taking final action to amend employment agreements for the General Counsel and the Auditor for the San Diego Unified Port District (additional information can be found on the agenda prepared for that item).

Ms. Morales announced that additional agenda-related materials were received by the Board after publication of the agenda for the following items: Item F - Non-Agenda Public Comment, and Item M7. - File No. 2025-037.

Ms. Morales also reported that staff requests that the following item be continued to a future Board meeting: Item M5. - File No. 2025-012, Item M11. - File No. 2025-043, Item M12 - File No. 2025-044, and Item M13. File No. 2025-045.

**On a motion made by:** Dan Malcolm

**Seconded by:** Michael Zucchet

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**L. Approval of Minutes**

- December 10, 2024 - Draft Closed Session Meeting Minutes
- December 10, 2024 - Draft BPC Meeting Minutes

Commissioner Urtasun requested the minutes be corrected in Commissioners' Reports. In the report on the 19th International Association of Cities and Ports (AIVP), the chair of the Port of Long Beach, Bonnie Lowenthal, referenced their electrification efforts reporting they have accomplished 500 trucks being electrified, the minutes inadvertently stated 800.

**On a motion made by:** Frank Urtasun

**Seconded by:** GilAnthony Ungab

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**M. Consent Agenda**

**On a motion made by:** Michael Zucchet

**Seconded by:** Sid Voorakkara

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**1. Resolution Accepting \$5,000,000 from San Diego County Air Pollution Control District, 2025-033**

Adopt a Resolution Accepting \$5,000,000 from the San Diego County Air Pollution Control District Clean Air for All Grant Program for the TAMT 12kV Loop Phase IV Infrastructure Project.

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-001.

**2. Resolution Amending Grant #20-080 with the California State Coastal Conservancy to Increase the Budget by \$133,500., 2025-035**

Adopt a Resolution 1) Finding the Board Action Exempt Under the California Environmental Quality Act (CEQA), Including, but Not Limited to, CEQA Guidelines Sections 15304 and 15306; 2) Amending Grant #20-080 with the California State Coastal Conservancy National Coastal Wetlands Conservation (NCWC) Program for the San Diego Bay Native Living Oyster Shoreline Project to Increase the Budget by \$133,500; and 3) Adopt an Ordinance Amending the District's FY 2025 Budget Increasing the Non-Personnel Appropriation by \$133,500 to be Funded by the California State Coastal Conservancy Grant. Additional Project Funds, if Needed, Will be Budgeted in Future Fiscal Years Subject to Board Approval

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-002 and Ordinance 3149.

**3. Resolution adding \$3,500,000 to the Grant Matching Reserve Account to Provide Match Funds for Grants Awarded in FY25, 2025-039**

Adopt a Resolution adding \$3,500,000 to the District's Grant Matching Reserve Account to provide match funds for grants awarded in FY 2025 to be funded from the year-to-date FY 2025 Surplus. Additional project funds will be budgeted in future fiscal years subject to Board approval.

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-003.

**4. Adopt a Resolution Accepting \$1,600,000 from the California Department of Fish and Wildlife (CDFW) Boating Access Grant, 2025-040**

A) Adopt a Resolution authorizing the acceptance of \$1,600,000 in Grant Funds from the California Department of Fish and Wildlife Sport Fish Restoration – Boating Access Grant Program for the Harbor Park Beach and Boat Launch Project in Chula Vista.

B) Adopt an Ordinance Increasing the District's FY 2025 Budget increasing the Other Capital Projects appropriation by \$2,133,333 to be funded from the California Department of Fish and Wildlife (CDFW)

Boating Access Grant of \$1,600,000 and from the Grant Matching Fund of \$533,333, contingent upon the approval of Agenda No. 2025-039 to add \$3,500,000 to the Grant Matching Reserve

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-004 and Ordinance 3150.

**5. Resolution Amending BPC Policy No. 630, Fraud Prevention, 2025-012**

Adopt Resolution Amending Board of Port Commissioner's Policy No. 630, Fraud Prevention Policy

This item was continued to a future Board meeting.

**6. District Asset Management Program (AMP 2.0), 2025-014**

Resolution Selecting and Authorizing an Agreement with Turner & Townsend (AMCL) for Asset Management Program (AMP 2.0) Consulting Services for a Capacity Amount not to Exceed \$3,100,919 Beginning February 2025 for a Period of 33 Months. Funds for Current Fiscal Year are Budgeted; All Funds Required for Future Fiscal Years will be Budgeted in the Appropriate Fiscal Year, Subject to Board Approval Upon Adoption of each Fiscal Year's Budget.

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-005.

**7. Memorandum of Understanding with Continental Maritime of San Diego Regarding Low Carbon Fuel Standards Credits, 2025-037**

Resolution Authorizing a Memorandum of Understanding With Continental Maritime of San Diego (CMSD), Regarding Low Carbon Fuel Standard Credits Generated from Equipment Located at CMSD for Usage Covering the Period from January 1, 2025 Through December 31, 2030.

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-006.

**8. Employment Agreement Amendments for the General Counsel and Port Auditor, 2025-042**

Adopt a Resolution approving Amendments to the Employment Agreements for the General Counsel and Port Auditor

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-007.

**9. Continuance of a Local Emergency - Caulerpa Prolifera, 2025-015**

Adopt a Resolution Proclaiming the Continuance of a Local Emergency Due to the Presence of an Invasive Algae Caulerpa Prolifera

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-008.

**10. Continuance of a Local Emergency – Tijuana River Valley Pollution Crisis, 2025-016**

Adopt a Resolution Proclaiming the Continuance of a Local Emergency Relating to the On-Going Tijuana River Valley Transboundary Pollution Crisis

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-009.

**11. Agreement with Mark43, Inc. for the Purchase and Implementation of Computer-Aided Dispatch and Police Mobile Software, 2025-043**

Resolution Authorizing Single Source Agreement with Mark43, Inc., Not-to-Exceed \$1,079,055, for Computer-Aided Dispatch and Police Mobile Software as a Service, Solution Implementation and Subscription. FY2025 Expenditures are Budgeted. Funds required for Future Fiscal Years will be Budgeted in the Appropriate Fiscal Year, Subject to Board Approval Upon Adoption of each Fiscal Year's Budget

The Board will consider staff's request to continue this item to a future Board meeting.

This item was continued to a future Board meeting.

**12. Resolution Amending the San Diego Unified Port District (District) Directory of Classification Specifications for Fiscal Year 2024/2025, 2025-044**

Resolution Amending the San Diego Unified Port District Directory of Classification Specifications for Fiscal Year 2024/2025.

The Board will consider staff's request to continue this item to a future Board Meeting.

This item was continued to a future Board meeting.

**13. Resolution Accepting \$6,600,000 from the California Coastal Conservancy Grant Program, 2025-045**

A) Adopt A Resolution Accepting \$6,600,000 in Grant Funds from the California Coastal Conservancy for the Harbor Park Beach and Boat Launch Project in Chula Vista

B) Adopt an Ordinance Increasing the District's FY25 Other Capital Program, Harbor Park Account Budget by \$6,600,000

The Board will consider staff's request to continue this item to a future Board Meeting.

This item was continued to a future Board meeting.

**N. Action Agenda**

**1. Resolution Accepting and Filing the External Auditor's Report on the Audit of the District's Financial Statements and Single Audit for the Year Ending June 30, 2024, 2025-013**

Resolution Accepting and Filing the External Auditor's Report on the Audit of the District's Financial Statements and Single Audit for the Year Ending June 30, 2024

Mark Yeilding, Port Auditor, joined by Tracy Largent, Chief Financial Officer/Treasurer, Matt Dinsdale, Senior Manager, Moss Adams and Nick Scott, Manager, Moss Adams, addressed the Board with staff's report and presentation regarding Agenda Item N1. - File No. 2025-013 (A copy of the staff report, presentations and any agenda-related materials are on file with the Office of the District Clerk).

The following member(s) of the public addressed the Board with agenda-related comments: None.

Commissioner Voorakkara, Commissioner Zucchet, and Chair Moore provided comments and asked clarifying questions. Mark Yeilding and Matt Dinsdale responded.

On a motion by Commissioner Zucchet, seconded by Commissioner Voorakkara, the Board adopted Resolution 2025-010.

**On a motion made by:** Michael Zucchet

**Seconded by:** Sid Voorakkara

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**2. Ordinance Amending the District's FY2025 Budget to Reflect the US EPA Clean Ports Program \$58,600,279 Grant Award and Allocate \$12,009,232 in Non-Federal Match Funds, 2025-041**

Adopt an ordinance amending the District's FY2025 Budget by \$58,600,279 and Allocating \$12,009,232 in Non-federal Match Comprised of \$2,886,329 from the Grants Matching Reserve, \$1,000,000 for Economic Recovery Program Funds, \$5,000,000 from the FY2025 San Diego Air Pollution Control District Clean Air for All Grant Program, and \$3,122,903 from the FY2025 District Major Maintenance TAMT Electrical

Upgrades Phase 4 Project, Increasing the Other Capital Projects Budget by \$70,609,511

Aimee Heim, Director, Government and Civic Relations, joined by Job Nelson, Vice President, Strategy and Policy, Renee Yarmy, Program Director, Maritime, and John Carter, Senior Deputy General Counsel, Office of the General Counsel, addressed the Board with staff's report and presentation regarding Agenda Item N2. - File No. 2025-041 (A copy of the staff report, presentations and any agenda-related materials are on file with the Office of the District Clerk).

The following member(s) of the public addressed the Board with agenda-related comments: None.

Commissioner Urtasun, and Chair Moore provided comments and asked clarifying questions. Job Nelson responded.

On a motion by Commissioner Urtasun, seconded by Commissioner Zucchet, the Board adopted Ordinance 3151.

**On a motion made by:** Frank Urtasun  
**Seconded by:** Michael Zucchet

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**3. Presentation on the Economic Impact of the San Diego Unified Port District From 2021 to 2023, 2025-018**

Informational Presentation on the Economic Impact of the San Diego Unified Port District from 2021 to 2023

Job Nelson, Vice President, Strategy and Policy, joined by Aimee Heim, Director, Government and Civic Relations, and Thomas MacLean, Program Director, Energy and Policy, addressed the Board with staff's report and presentation regarding Agenda Item N3. - File No. 2025-018 (A copy of the staff report, presentations and any agenda-related materials are on file with the Office of the District Clerk).

The following member(s) of the public addressed the Board with agenda-related comments: None.

Commissioner Voorakkara provided comments.

**4. 2024 Port of San Diego Annual Report, 2025-052**

Informational Presentation on the 2024 Port of San Diego Annual Report—Highlights and Successes for Calendar Year 2024 Focused on Workforce, Environment, Operations, Community and Financial Performance.



Scott Chadwick, President/CEO, introduced the 2024 Annual Report.

Elba Gomez, Vice President, Administration/CAO, joined by Lesley Nishihira, Assistant Vice President, Planning, and Jacqueline Godoy, Deputy General Counsel IV, Office of the General Counsel, addressed the Board with staff's report and presentation regarding Agenda Item N4. - File No. 2025-052 (A copy of the staff report, presentations and any agenda-related materials are on file with the Office of the District Clerk).

The following member(s) of the public addressed the Board with agenda-related comments: None.

Commissioner Chair Moore provided comments.

**5. 2025-2026 Port of San Diego Legislative Priorities, 2025-019**

Adopt a Resolution Accepting the Port of San Diego Legislative Priorities for 2025-2026 Legislative Session and Direction to Staff

Aimee Heim, Director, Government and Civic Relations, joined by Job Nelson, Vice President, Strategy and Policy, Maggie Weber, Legislative Policy Administrator, Government and Civic Relations, and Rebecca Harrington, Assistant General Counsel, Office of the General Counsel, addressed the Board with staff's report and presentation regarding Agenda Item N5. - File No. 2025-019 (A copy of the staff report, presentations and any agenda-related materials are on file with the Office of the District Clerk).

The following member(s) of the public addressed the Board with agenda-related comments: None.

Commissioner Zucchet, Commissioner A. Moore, and Commissioner Malcolm provided comments and asked clarifying questions. Job Nelson responded.

On a motion by Commissioner Malcolm, seconded by Commissioner A. Moore, the Board adopted Resolution 2025-011.

**On a motion made by:** Dan Malcolm

**Seconded by:** Ann Moore

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**6. Review and Consideration of Draft Proposed Board Agenda for the February 11, 2025 Meeting, 2025-020**

**On a motion made by:** Dan Malcolm

**Seconded by:** Ann Moore

Yeas (7): Ann Moore, Dan Malcolm, GilAnthony Ungab, Danielle Moore, Frank Urtasun, Sid Voorakkara, and Michael Zucchet

**Passed (7 to 0)**

**O. Officer's Report**

**MONTHLY NOTIFICATION OF CHANGE ORDERS PURSUANT TO BPC POLICY NO. 110:**

A) Change Order No. 6 to Contract 2021-12 with 3-D Enterprises Inc. - Increases Contract Amount by \$182,720.81 & 80 Calendar Day Time Extension thru 01-23-2025

B) Change Order No. 2 to Contract No. 2022-24 with Granite Construction Company - Increases Contract Amount by \$136,609.54, & 120 Calendar Day Time Extension thru 02-21-2025

**MONTHLY NOTIFICATION OF COST RECOVERY USER FEE WAIVERS GRANTED BY THE EXECUTIVE DIRECTOR PURSUANT TO BPC POLICY NO. 106:**

A) Request for User Fee Waiver Form from San Diego Symphony Orchestra Association for Implementation of Security Measures at Rady Shell, for total amount \$1,100.00

**MONTHLY NOTIFICATION OF RENT REVIEWS CONSENTED TO ADMINISTRATIVELY PURSUANT TO BPC POLICY NO. 355 AS AMENDED ON JANUARY 10, 2017:**

None to Report

**MONTHLY NOTIFICATION OF ENCUMBRANCES CONSENTED TO ADMINISTRATIVELY PURSUANT TO BPC POLICY NO. 355 AS AMENDED ON JANUARY 10, 2017:**

None to Report

**MONTHLY NOTIFICATION OF LEASE AMENDMENTS CONSENTED TO ADMINISTRATIVELY PURSUANT TO BPC POLICY NO. 355 AS AMENDED ON JANUARY 10, 2017:**

None to Report

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Secretary, Board of Port  
Commissioners

San Diego Unified Port District

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Clerk of the San Diego Unified Port  
District



**FILE NUMBER: 2024-406**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Five-year agreement with Mark43, Inc. for the Purchase and Implementation of Computer-Aided Dispatch and Police Mobile Software.**

**DESCRIPTION: Resolution Authorizing Single Source, Five-year Agreement with Mark43, Inc., Not-to-Exceed \$1,079,055, for Computer-Aided Dispatch and Police Mobile Software as a Service, Solution Implementation and Subscription.**

**EXECUTIVE SUMMARY:**

The San Diego Unified Port District (District) Harbor Police Department (HPD) currently utilizes a Computer-Aided Dispatch (CAD) system from Logistic Systems (Logisys) that was installed over 24 years ago (in 2000). Logisys is going out of business on December 31, 2024, and their parent company will provide only limited product support, with no product updates. The goal is to replace Logisys with a more secure, agile, and technologically advanced CAD system, to provide exceptional system resilience and meet the needs of today's and future CAD system growth.

**RECOMMENDATION:**

Adopt a Resolution authorizing a single source, five-year agreement with Mark43, Inc., not to exceed \$1,079,055, for computer-aided dispatch and police mobile software as a service, solution implementation and subscription with a five-year total cost of ownership of \$1,079,055.

**FISCAL IMPACT:**

There is no fiscal impact caused by approval of this action.

Funds for the first year of the expenditure for cloud-hosted Software as a Service solution implementation and subscription are budgeted in the FY 2025 Technology Management Program's capital project budget for the CAD Replacement Project. Funds required for future services will be requested per policy, and for maintenance and support in future fiscal years will be budgeted for in the appropriate fiscal year and cost account subject to Board approval upon adoption of each fiscal year's budget.

Mark43, Inc. CAD and police mobile Software as a Service solution is subject to a five-year total cost of ownership (TCO) forecast, per Board Policy No. 110, Section II.U. The table below forecasts both professional services for solution implementation and the Software as a Service annual subscription costs. All projected and estimated costs, as depicted, are subject to Board approval upon adoption of each fiscal year's budget.

<b>Five Year TCO Forecast</b>	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Software as a Service	\$ 179,362	179,362	179,362	179,362	179,362
Services – Professional & Other	\$ 182,245				
Total by Fiscal Year	\$ 361,607	179,362	179,362	179,362	179,362
	<b>\$ 1,079,055</b>	<b>Total Cost of Ownership</b>			

## **COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.
- A Port with a healthy and sustainable bay and its environment.
- A Port that is a safe place to visit, work and play.
- A Port with an innovative and motivated workforce

## **DISCUSSION:**

At its meeting on September 12, 2017, the Board authorized an agreement to purchase and to implement a Computer-Aided Dispatch (CAD) system to replace the District's aging CAD system. At the time, the selected solution was based on a five-year total cost of ownership of \$2,332,851. The implementation process began upon the Board's approval.

However, in September 2018, the project was halted due to an enterprise-wide security incident (cyber-attack) that significantly delayed the progress. During this period, the vendor announced a strategic shift, moving from supporting on-premises solutions to a cloud-hosted offering. The shift introduced additional costs and altered the scope of the project. As a result, the decision was made to discontinue the project with the selected vendor.

In December 2019, the Board approved a new cloud-based vendor, SOMA Global LLC, to continue the CAD system implementation. Unfortunately, the vendor was unable to meet all of the District's requirements during the implementation phase. SOMA Global LLC faced similar challenges while implementing systems in other California agencies across the county which led to a widespread project discontinuation.

Recognizing the importance of cloud-based platforms and the limited number of vendors capable of delivering a robust cloud-based CAD system, the San Diego County Sheriff Department issued an RFP in 2023-2024, mandating a fully cloud-native CAD solution. In response, the county received three submissions, and two vendors were shortlisted, Mark43 Inc. and TBL Systems Inc. These vendors were invited to participate in a 28-day, hands-on test – a key requirement of the RFP.

Since the San Diego County Sheriff Department and our organization have similar needs and CAD requirements, the District conducted a 3-day on-site proof of concept evaluation with both shortlisted vendors, Mark43 Inc., and TBL Systems, Inc., using District scenarios. Based on the results, Mark43, Inc.'s CAD solution met our functional and

technical requirements. The solution builds on a cloud-native platform, offers competitive pricing, and meets our long-term strategic goals. In addition, several southern California agencies are currently exploring Mark43, Inc to replace their existing CAD systems. The Port of Authority (NY/NJ) is currently implementing Mark43's CAD system.

On September 30, the San Diego County Sheriff Department announced the successful completion of their CAD RFP, awarding the contract to Mark43, Inc.

Based on the evaluation and alignment with our requirements, staff recommends that the Board authorize a single source agreement with Mark43, Inc. for a cloud-hosted CAD and police mobile solution, including implementation services and Software as a Service (SaaS) subscription.

### **General Counsel's Comments:**

The General Counsel's Office has reviewed this agenda and attachments, as presented to it, and approves the same as to form and legality.

### **Environmental Review:**

The proposed Board action, including without limitation a Resolution authorizing a single source agreement with Mark43, Inc. in an amount not-to-exceed \$1,079,055 for Computer-Aided Dispatch and Police Mobile Software as a Service, Solution Implementation and Subscription, does not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because there is not a potential to result in a direct or indirect physical change in the environment. Therefore, the proposed Board action is not subject to CEQA and no further action under CEQA is required.

The proposed Board action complies with Section 21 and 35 of the Port Act which allow for the Board to pass resolutions and to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine.

The proposed Board action does not allow for development, as defined in Section 30106 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or an exclusion finding is not required.

**Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

**PREPARED BY:**

Helen Shek  
IT Project Manager, Information Technology

Attachment(s):

Attachment A: Agreement 114-2024SN with Mark43, Inc.

**AGREEMENT BETWEEN  
SAN DIEGO UNIFIED PORT DISTRICT  
and  
MARK43, INC.  
for  
HARBOR POLICE DEPARTMENT (HPD)  
COMPUTER AIDED DISPATCH (CAD) SYSTEM AND SERVICES  
AGREEMENT NO. 114-2024SN**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (“District” or “Subscriber”) and MARK43, INC., a Delaware Corporation (“Service Provider” or “Mark43”). “Agreement” as used herein and in the attachments hereto refers to this Agreement and its attachments, which are hereby incorporated herein. The parties agree to the following:

1. **SCOPE OF SERVICES.**

- a. Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment B, Statement of Work. Service Provider shall keep the Executive Director of the District or their designated representative reasonably informed of the progress of said services at all times.
- b. Additionally, Service Provider shall grant to District the software licenses and maintenance and support services pursuant to the terms set forth in the Software License and Services Agreement (“SLSA”) included as Attachment A. To the extent any terms in Attachment A conflict with any terms in this Agreement, the terms of this Agreement will control with respect to such conflicts.

2. **TERM OF AGREEMENT.** This Agreement shall commence as of March 1, 2025 (the “Effective Date”) and shall terminate on February 28, 2030 (the “Initial Term”), subject to earlier termination as provided below and in the SLSA. Upon expiration of the Initial Term or any Renewal Term, this Agreement will renew for three years as set forth on Schedule C of the SLSA (each, a “Renewal Term”) at the rates set forth on Schedule C or as otherwise notified to the District by Service Provider



pursuant to Section 5.1 of the SLSA, if District provides the Service Provider with written notice of renewal at least thirty (30) days prior to the expiration of the then-current term.

3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Schedule C – Order Form of the SLSA and Attachment C -- Compensation and Invoicing; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein. To the extent any terms in Attachment C conflict with any terms in Schedule C -Order Form of the SLSA, the terms of Schedule C – Order Form of the SLSA will control with respect to such conflicts; provided, however that the parties acknowledge and agree that the requirements of Attachment B with respect to the form and content of invoices to be submitted to the District shall control as to that specific subject matter.
  - a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$1,079,055. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, Service Provide shall promptly notify the District in writing and an amendment to this Agreement approved by District is required before additional fees and costs are incurred.
  - b. **Progress Documentation.** During the implementation period, Service Provider shall provide District progress reports in a format and on a schedule as mutually agreed upon by the parties and in accordance with the Statement of Work.

4. **RECORDS.**

- a. Service Provider shall maintain accurate records regarding the services performed under this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review, upon request and reasonable advance notice, project documents and work in progress and to audit records which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District.

5. **SERVICE PROVIDER'S SUB-CONTRACTORS.**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's sub-contractors shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's sub-contractors. Service Provider shall compensate each Service Provider's sub-contractors in the time periods required by law. Any Service Provider's sub-contractors employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's sub-contractors satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.

- b. There are no firms that the District has pre-approved as Service Provider's sub-contractors to provide services under this Agreement.
- c. Service Provider shall also include a clause in its Agreements with Service Provider's sub-contractors which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit the documentation relating to services being provided under this Agreement. This clause shall also require Service Provider's sub-contractors to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE.**

- a. In performance of this Agreement, Service Provider and Service Provider's sub-contractors shall, to the extent applicable to them, comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination, including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.
- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of its obligations under this Agreement as exist now or as may be added or amended.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of

information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision.

8. **ASSIGNMENT.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement to any of its Affiliates (as defined in Section 1 of the SLSA) or to an entity with or into which it is merged or consolidated or to which it sells its stock or other equity interests or all or substantially all of its assets; provided that the relevant party shall provide notice of any such transfer to the other party and updated contact information as appropriate and to the extent applicable. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

9. **Reserved.**

10. **INSURANCE REQUIREMENTS.**

a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:

(1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

(a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has

approved of a higher deductible or self-insured retention in writing.

- (b) The Commercial General Liability policy shall include or be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District (or equivalent form). An exemplar endorsement is attached (Exhibit A, Certificate of Insurance).
  - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
  - (d) The Commercial General Liability policy shall include or be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

- (4) Professional Liability insurance in the amount of \$1,000,000 per claim and \$1,000,000 aggregate.
    - (a) At the end of the agreement period, Consultant shall maintain, at its own expense, continued Professional Liability insurance of not less than five (5) years, in an amount no less than the amount required pursuant to this Agreement.
    - (b) Alternately, if the existing Professional Liability is terminated during the above referenced five-year period, Consultant shall maintain at its own expense, "tail" coverage in the same minimum amount as set forth in this paragraph.
    - (c) All coverages under this section shall be effective as of the effective date of this Agreement or provide for a retroactive date of placement that coincides with the effective date of this Agreement.
  - (5) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit A and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. To the extent obtainable all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation, except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days. Service

Provider shall also provide notice to District in the event of cancellation of, or any reduction in, the stated coverages of insurance unless substantially similar coverage is obtained.

- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or underwriter who is the lead carrier and the applicable policy number for the CGL coverage.
- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **Reserved.**

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL; GOVERNING LAW.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the

negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.
15. **INTEGRATION AND MODIFICATION.** This Agreement, including all attachments and exhibits hereto, contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.
16. **TERMINATION.** In addition to the grounds for termination otherwise set forth in this Agreement and any other rights and remedies allowed by law and in equity, the District may, following the date that is one year from the date of Go Live, and by no less than ninety (90) days' written notice stating the extent and effective date, terminate this Agreement for convenience in whole or in part, at any time. The District shall pay the Service Provider as full compensation for work performed in accordance with the terms of this Agreement until such termination: (1) the unit or pro rata price for any delivered and accepted portion of the work and (2) a reasonable amount, including without limitation costs of termination, not otherwise



recoverable from other sources by the Service Provider, as approved by the District, with respect to the undelivered or unaccepted portion of the order, provided compensation hereunder shall in no event exceed the total price for the year of term in which the termination occurs. In no event shall the District be liable for any loss of profits as a result of such termination. District's termination of this Agreement for convenience shall not preclude District from taking any action in law or equity against Service Provider for any matter arising from or related to this Agreement, whether known, knowable or unknown before, during or after the date of termination.

17. **DAMAGES FOR DELAY.** If Service Provider refuses or fails to prosecute the work, or any separable part thereof, with such diligence as shall ensure its completion within the time specified in this Agreement, including without limitation completion of all work necessary to achieve Go Live within 6 months following the estimated Go-Live date (Month 18), or fails to complete said work within such time, and District terminates due to such failure, District will be entitled to the resulting damages caused by the delay, which damages shall be capped at the fees paid by the District during the relevant year of the Term in which such termination occurs. Damages will be the cost to District incurred as a result of continuing the current level and type of service over that cost that would be incurred had the Agreement segments been completed by the time frame stipulated and any other damages suffered by District.
19. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not constitute a waiver of claims against the Service Provider by the District.
20. **AVAILABILITY OF FUNDING.** The District's payment obligations under this Agreement beyond the current fiscal year are contingent upon the availability of allocated funding from which payment can be made. No legal liability on the part of the District shall arise for payment beyond June 30 of the calendar year unless funds are designated by the District through its applicable procedures and are

made available for such performance. For each succeeding fiscal period covered by this Agreement, the District or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. In the event of reduction of funding for the Agreement, District and Service Provider shall meet within ten (10) days of written notice to renegotiate this Agreement based upon the modified level of funding. In this case, if no agreement is reached between District and Service Provider within 10 days of the first meeting, or if District and Service Provider determine at the first meeting that no agreement can be reached based on the modified level of funding, either party shall have the right to terminate this Agreement with thirty (30) days' written notice of termination. In the event of termination of this Agreement in accordance with the terms of this Section, Service Provider shall be entitled to retain all sums paid as of the effective date of such termination and shall be entitled to compensation for all services rendered prior to such date that have not yet been paid as of such date. In the event of termination of this Agreement pursuant to this Section, in no event shall Service Provider be entitled to any loss of profits on the portion of this Agreement so terminated.

21. **RESERVED.**
22. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
23. **EQUAL OPPORTUNITY EMPLOYMENT.** Service Provider represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, gender, gender expression, sexual orientation, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.  
Service Provider will, within forty-five (45) days of the effectiveness of this Agreement, provide a written statement of its commitment to diversity, equity, and

inclusion, which shall include a commitment and brief description of its plan to implement good faith efforts to recruit subconsultants and employees in a non-discriminatory manner. If Service Provider fails to provide such written statement as required, the District may provide notice of breach in accordance with this Agreement and subsequently terminate in the event such breach is not cured in accordance with this Agreement. Service Provider shall, not later than sixty (60) days prior to the expiration of each anniversary of the effective date of this Agreement, provide a written report describing Service Provider's actions and results in furtherance of its commitment to diversity, equity, and inclusion, as well as provide an updated Employment & Ownership Report in the form attached hereto as Exhibit B, or updated form provided by District. Service Provider's report shall not identify individual subconsultants and employees by name. If Service Provider fails to provide such report and/or Exhibit B, as required, the District may provide notice of breach in accordance with this Agreement and subsequently terminate in the event such breach is not cured in accordance with this Agreement.

24. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by an authorized representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Tracey L. Sandberg, Chief Technology Officer  
Information Technology  
San Diego Unified Port District  
P.O. Box 120488  
San Diego, CA 92112-0488  
Tel.619-686-8195  
Email:tsandberg@portofsandiego.org

b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

Chris Merwin, CFO  
Mark43, Inc.

8 West 40th Street  
2nd Floor  
New York, NY 10018  
Email: chris.merwin@mark43.com

- a. List of Attachment/Exhibits attached hereto and part of this agreement:
  - 1) Attachment A – Software License and Services Agreement
    - i. Schedule A
    - ii. Schedule B
    - iii. Schedule C
  - 2) Attachment B – Statement of Work
  - 3) Attachment C – Compensation & Invoicing
  - 4) Exhibit A – Certificate of Insurance
  - 5) Exhibit B – Employment and Ownership Report
  - 6) Exhibit C – HPD CAD Requirements

\*\*\*\*\* END OF PAGE \*\*\*\*\*

- b. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

**SAN DIEGO UNIFIED PORT DISTRICT**

**MARK43, INC.**

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Magda Fernandez  
Vice President, Public Safety/  
Chief of Harbor Police

*Chris Merwin*

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Chris Merwin  
Chief Financial Officer

Approved as to form and legality:  
GENERAL COUNSEL

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By: Assistant/Deputy

A manually signed copy of this Agreement transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

## ATTACHMENT A SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement is effective as of the Effective Date (as defined above) by and between Mark43, Inc. ("**Mark43**"), with a place of business at 8 West 40th Street, 2nd Floor, New York, NY 10018, and the San Diego Unified Port District ("**Subscriber**"), with a place of business at 3165 Pacific Highway, San Diego, CA 92101.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### 1. DEFINITIONS.

- 1.1** "Affiliate" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.2** "Affiliated Agency" means any other government agency to which Subscriber is legally or contractually bound to share information.
- 1.3** "Applicable Law(s)" means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
- 1.4** "Applications" means the applications purchased by Subscriber as described in Schedule C.
- 1.5** "Authorized Users" means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications through the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.
- 1.6** "Documentation" means the knowledge base for the SaaS Services to which Subscriber will be granted access by Mark43.
- 1.7** "Go Live" means the date of cutover to each respective Mark43 Application.
- 1.8** "Integrated Application" means a third-party product, database or application requested by Subscriber and approved by Mark43 that will be installed, linked or enabled by Subscriber for use in connection with the SaaS Services (e.g. NCIC).
- 1.9** "Integrated Application Data" means all data, information, content and other materials stored on an Integrated Application.
- 1.10** "Integrated Application Provider" means any third party, including other vendors, state agencies and local agencies, that control products and/or databases with which Mark43 SaaS Services are to be interfaced.
- 1.11** "Intellectual Property Rights" means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
- 1.12** "Professional Services" means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.
- 1.13** "SaaS Services" means the Applications, Software, and related software-as-a-service, hosting, maintenance and/or support services made available by Mark43 for remote access and use by Subscriber, including any Documentation thereto.
- 1.14** "Services" means the services provided or required to be provided by or through Mark43, including without limitation, SaaS Services and Professional Services.

- 1.15** “Software” means the object code version of Mark43’s computer software and all Updates made available by Mark43 to Subscriber under this Agreement.
- 1.16** “Statement of Work” means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
- 1.17** “Subscriber Data” means all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications (i) in their user accounts; and (ii) on any Integrated Application, excluding in all cases any Third-Party Data, any Mark43 data or any data provided by Subscriber or a third party to Mark43, or data extracted by Mark43 from third-party software at Subscriber’s request, for data migration purposes.
- 1.18** “Term” means the Initial Term and any Renewal Terms.
- 1.19** “Third-Party Component” means a third-party application incorporated in, integrated with or accessed through the SaaS Services (e.g. a mapping provider).
- 1.20** “Third-Party Data” means any data, information, content and other materials made available by any third party, including without limitation through a Third-Party Component.
- 1.21** “Updates” means any and all new releases, new versions, patches and other updates for the SaaS Services that Mark43 makes generally available without additional charge to its other subscribers of the SaaS Services.
- 1.22** “Website” means any Internet website through which Mark43 provides the SaaS Services under this Agreement.
- 1.23** “Work Product” means all deliverables (whether or not specifically identified in a Statement of Work), materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection.

## 2. PROVISION OF THE SERVICES AND SOFTWARE.

- 2.1** SaaS Services. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants a non-exclusive, non-transferable, non-sublicensable license to Subscriber and its Authorized Users to access and use the SaaS Services through the Website for Subscriber’s internal purposes and in accordance with the terms and conditions of this Agreement. Mark43 will be responsible for hosting the Website, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for it to access the Website through the internet, including as set forth at [https://mark43.sharepoint.com/:w:/r/teams/Mark43SecureDocumentRepository/\\_layouts/15/Doc.aspx?sourcedoc=%7B7dfc30c3-ecf8-466e-8fcd-52814a8ee263%7D&action=view&wdAccPdf=0&wdparaid=54493678](https://mark43.sharepoint.com/:w:/r/teams/Mark43SecureDocumentRepository/_layouts/15/Doc.aspx?sourcedoc=%7B7dfc30c3-ecf8-466e-8fcd-52814a8ee263%7D&action=view&wdAccPdf=0&wdparaid=54493678), which may be updated from time to time upon reasonable advance notice (email acceptable) to Subscriber will be responsible to Mark43 for compliance with the restrictions on use and other terms and conditions of this Agreement by any of its Authorized Users.
- 2.2** Professional Services. Mark43 will provide Professional Services in connection with the SaaS Services as further described on Schedule C and a Statement of Work. To the extent any Professional Services involve the development of any customization or configuration to the SaaS Services, all Intellectual Property Rights to such customization or configuration will be solely owned by Mark43 and will be deemed to be included in the definition of SaaS Services and licensed to Subscriber on the terms set forth herein.
- 2.3** Access to Documentation. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.
- 2.4** Support Services. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the support services detailed on Schedule A (the “Support Services”).
- 2.5** Restrictions on Use. Subscriber and its Authorized Users will not (and will not permit any third party to): (i) share Subscriber’s or any Authorized User’s login credentials; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of the SaaS Services or of any files contained in or generated by the

SaaS Services; (iii) copy, modify, adapt or translate the SaaS Services or the Third-Party Data, or otherwise make any use, resell, distribute or sublicense the SaaS Services or the Third-Party Data other than in connection with this Agreement; (iv) make the SaaS Services available on a "service bureau" basis or allow any third parties to use the SaaS Services; (v) disclose the SaaS Services or any of its components to third parties; (vi) remove or modify any proprietary marking or restrictive legends placed on the SaaS Services or the Third-Party Data; (vii) use the SaaS Services or the Third-Party Data in violation of any Applicable Law; (viii) create or augment any mapping-related dataset (including a mapping or navigation dataset, business listings database, mailing list, or telemarketing list) for use in an implementation that is not connected to the Services; (ix) introduce into the Services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (x) use the Services to post advertising or listings; (xi) use the Services to defame, abuse, harass, stalk, or threaten others; (xii) permit access or use of the Services by any individual outside the United States; (xiii) hide or obscure any Authorized User's location; (xiv) permit access or use of the Services, for any activities other than to enhance Subscriber's own services, where reliance solely on, or failure to use, the Services could lead to death, personal injury, or property damages. Subscriber and its Authorized Users will not access the SaaS Services if in direct competition with Mark43, and will not allow access to the SaaS Services by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with additional restrictions on use of the Services in accordance with the Third-Party Component Terms.

- 2.6** Security Obligations. Subscriber agrees it and its Authorized Users shall securely manage their respective password(s) for access to the SaaS Services. Subscriber agrees it shall notify Mark43 promptly in the event it becomes aware of any unauthorized access or use of the SaaS Services, or of any of its or its Authorized Users passwords or accounts. Unless expressly stated otherwise in this Agreement, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the SaaS Services from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a business justification for concurrent usage, in which case Subscriber is responsible for providing approval for such usage to the applicable Authorized Users. Subscriber is responsible for all activities conducted within user accounts in use of the SaaS Services. Subscriber shall comply with all applicable local, state, federal and regional or other laws and regulations applicable in connection with use of the SaaS Services, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the SaaS Services, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.
- 2.7** Changes to Services. Mark43 may make changes and Updates to its Services, provided that it does not materially derogate the overall quality of the Services. Mark43 does not guarantee that the Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for, any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the Services.
- 2.8** Data Sharing. Mark43 will allow Subscriber to grant other agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between agencies, and with permissions subject to the parameters laid out in the relevant data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to allowing any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any liabilities that arise as a result of such data-sharing.

### **3. PROPRIETARY RIGHTS; SUBSCRIBER DATA.**

- 3.1** Ownership of Subscriber Data. As between Mark43 and District, Subscriber owns the Subscriber Data. Mark43 will have, and Subscriber hereby grants and agrees to grant to Mark43, a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use the Subscriber Data to configure and/or provide the SaaS Services, Software, Support Services and Professional Services to Subscriber, and/or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, or otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or aggregated form to develop analytics that may be used to provide products and services to Subscriber and/or to other Mark43 customers, provided that: (a) Mark43 makes available to Subscriber functionality and services based on anonymized data obtained from other Mark43 customers that are similar to the functionality and services provided to such other customers based on the anonymized data; and (b) Mark43 may not sell or offer for sale any Subscriber Data, whether in Subscriber identifiable, or anonymized and aggregated form. Mark43 shall comply with its obligations under all Applicable Laws in its provision of the Services and use of Subscriber Data.



- 3.2** Ownership and Reservation of Rights to Mark43 Intellectual Property. As between Mark43 and Subscriber, Mark43, its Affiliates and/or its licensors own all right, title and interest in and to the Services, Software, Work Product and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, and except with respect to Third-Party Components, Mark43 reserves all rights, title and interest in and to the Services, Software, and Work Product, including all related technology and Intellectual Property Rights. No rights are granted to Subscriber hereunder other than as expressly set forth in this Agreement or as required by Applicable Law.
- 3.3** Subscriber Feedback. Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the SaaS Services, Software, Support Services or Professional Services (the "Subscriber Feedback"). Subscriber hereby assigns and agrees to assign all Subscriber Feedback to Mark43 without lien or encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without obligation to Subscriber. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.
- 3.4** Usage Data. Mark43 may collect certain information in connection with Subscriber's access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data ("Usage Data"). Mark43 may use Usage Data to deliver and manage its products and services, perform maintenance and support, and develop, test, analyze, and improve the Services and other Mark43 products and services, and generate statistical data about usage of its products and services. As between Mark43 and Subscriber, Mark43 owns the Usage Data.
- 3.5** Data Security. Terms applicable to the privacy and security of Subscriber Data are set forth in Mark43's data processing addendum set forth at <https://mark43.com/data-processing-addendum/>, which is incorporated herein by this reference, and which may be updated from time to time by Mark43, provided such updates do not materially degrade Mark43's data security obligations (the "Data Processing Addendum").

#### 4. THIRD-PARTY COMPONENTS AND INTEGRATED APPLICATIONS.

- 4.1** Third-Party Components. Third-Party Components may be made available to Subscriber through the SaaS Services. In connection with the functionality provided by and/or through Third-Party Components, Subscriber hereby accepts and agrees to be bound by the terms and conditions set forth in Schedule B, which may be updated from time to time upon notice (email acceptable) to Subscriber (the "Third-Party Component Terms"). In the event of any inconsistency or conflict between the Third-Party Component Terms and the terms of this Agreement, the Third-Party Component Terms shall govern with respect to Subscriber's access to and use of the applicable Third-Party Component.
- 4.2** Integrated Applications. To the extent Subscriber installs, links to or enables any Integrated Application for use with the SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Integrated Application Data from Subscriber's existing account(s) on each such Integrated Application to the extent necessary to facilitate the interoperation of such Integrated Application with the SaaS Services. To the extent Subscriber requires an Integrated Application Provider's assistance to install, link to or enable any Integrated Application for use with the SaaS Services, Subscriber shall separately contract with each such Integrated Application Provider for any such assistance. In no event will Mark43 be responsible for any Integrated Application or Integrated Application Data, or for any failure of an Integrated Application to properly interoperate with the SaaS Services; provided, however, to the extent that Mark43 creates, pursuant to a Statement of Work, an interface for an Integrated Application hereunder, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of an Integrated Application Provider or due to an actual or potential security threat, disable any connection between an Integrated Application and the Applications, and any access, retrieval and viewing of Integrated Application Data via the Applications. For the avoidance of doubt, Subscriber's access to and use of Integrated Applications and Integrated Application Data shall be subject to the terms and conditions of Subscriber's agreement(s) with the applicable Integrated Application Provider.

**5. FEES AND PAYMENT TERMS.**

- 5.1** Fees for the Services. Subscriber will pay the fees as stated in Schedule C (the "Fees") attached hereto in accordance with the payment schedule set forth in Schedule C. All Fees due hereunder will be due and payable by Subscriber within thirty (30) days of the invoice date. All payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars. Mark43 may modify the Fees for each Renewal Term (as defined below) by providing at least forty-five (45) days' written notice thereof prior to the expiration of the Initial Term (as defined below) or the then-current Renewal Term.
- 5.2** Overdue Payments. Any payment not received from Subscriber by the due date shall accrue late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by Applicable Law, whichever is lower, from the date such payment was due until the date paid.
- 5.3** Taxes. Subscriber will pay all taxes, including sales, use, excise, and other governmental fees, duties, and charges (and any penalties, interest, and other additions thereto) that are imposed on Subscriber or Mark43 with respect to the transactions and payments under this Agreement (excluding taxes based on Mark43's income or employment) ("Indirect Taxes"). All Fees are exclusive of Indirect Taxes. If any such taxes are required to be withheld on any payment, Subscriber will pay such additional amounts as are necessary so that the net amount received by Mark43 is equal to the amount then due and payable under this Agreement.

**6. TERM AND TERMINATION.****6.1** Term.

- (a) Initial Term. The initial term of this Agreement begins on the Effective Date and will continue for the period set forth on Schedule C, unless and until terminated in accordance with Section 6.2 (the "Initial Term").
- (b) Renewal Terms. Upon expiration of the Initial Term or any Renewal Term, this Agreement will renew for successive periods as set forth on Schedule C (each, a "Renewal Term") at the rates set forth on Schedule C or as otherwise notified to the District by Service Provider pursuant to Section 5.1 of this SLSA, if Subscriber provides written notice of renewal at least thirty (30) days prior to the expiration of the then-current term.

**6.2** Termination; Suspension of Services.

- (a) Termination for Breach by Either Party. In addition to any remedies available under this Agreement and Applicable Law, either party may terminate this Agreement upon written notice to the other party, if the other party breaches a material term of this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.
- (b) Reserved.
- (c) Suspension of Services. To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or by Applicable Law, Mark43 may immediately suspend provision of the Services without liability to Subscriber: (a) if Subscriber's account is more than sixty (60) days past due, until paid in full; (b) if Subscriber breaches Section 2.5 (Restrictions on Use) or Section 2.6 (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or requested by a governmental authority. Subscriber shall remain liable for any fees and other amounts payable under this Agreement during any period of suspension. Mark43 will use commercially reasonable efforts to restore Subscriber's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

**6.3** Effect of Termination. In the event of any termination or expiration of this Agreement,

- (a) Subscriber will pay Mark43 all amounts payable hereunder as of the termination or expiration date;
- (b) all rights and licenses granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the SaaS Services;
- (c) Mark43 will provide Subscriber with a copy of Subscriber Data within ninety (90) days of the effective date of termination; and

- (d) Subscriber will, upon written request of Mark43, either return to Mark43 or provide Mark43 with written certification of the destruction of, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control.

**6.4** Survival. The following provisions will survive any termination or expiration of this Agreement: Section 3.1 ("Ownership of Subscriber Data"), Section 4 ("Third-Party Components and Integrated Applications"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.4 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), Section 11 ("Miscellaneous") and this Section 6.4 ("Survival").

## 7. CONFIDENTIALITY.

- 7.1** Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means: (a) with respect to Mark43, the SaaS Services, and any and all source code relating thereto, as well as Documentation and non-public information or material regarding Mark43's legal or business affairs, financing, customers, properties or data, and (b) with respect to Subscriber, any non-public information or material regarding Subscriber's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
- 7.2** Use and Disclosure of Confidential Information. The Receiving Party will, with respect to any Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only in connection with the Receiving Party's performance of this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and (iii) except as provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.
- 7.3** Protection of Confidential Information. The Receiving Party will protect the confidentiality of any Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).
- 7.4** Employee and Independent Contractor Compliance. The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.
- 7.5** Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.
- 7.6** Public Records.
- (a) For purposes of this Section 7 (Confidentiality), the term "Public Records Request" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal Freedom of Information Act or other comparable law.
- (b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to or during the Term (including without limitation this Agreement), Subscriber shall, prior to any disclosure, promptly notify Mark43 of such Public Records Request (to the extent legally permitted to do so) and provide reasonable assistance, at Mark43's cost, if Mark43 wishes to contest the disclosure, subject to applicable legal requirements. Subscriber shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief,

subject to applicable legal requirements. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein. Mark43 hereby acknowledges that Subscriber is subject to the disclosure requirements of the California Public Records Act and the Ralph M. Brown Act.

**7.7** CJIS Standards; Employee Background Checks.

- (a) Subscriber understands and agrees that Mark43 utilizes third-party vendors (each, a "Hosting Provider") to host the SaaS Services.
- (b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Hosting Provider to obtain any records or information from Hosting Provider.
- (c) Subscriber will have the opportunity to run, at Subscriber's expense, reasonable background checks on Mark43 employees that will have direct access to Subscriber Data in Subscriber's production environment (such employees, the "Covered Employees"), provided that Mark43 Service Provider may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

**8. REPRESENTATIONS AND WARRANTIES.**

- 8.1** Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations, during the Term of this Agreement.
- 8.2** Single Source Procurement. Subscriber represents that it has to its knowledge complied with all applicable laws, rules, and procedures related to this single source award to Mark43. In addition, Subscriber represents that it has followed its single source procedures, including any applicable public notice requirements, related to the award of this Agreement.
- 8.3** Services Warranty.
- (a) Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.
  - (b) Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the "Warranty Period"), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.
- 8.4** Disclaimer. USE OF THE APPLICATIONS AND SERVICES IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE APPLICATIONS AND SERVICES ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED BY MARK43 THEREIN (INCLUDING ANY THIRD-PARTY DATA) SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL BE RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE TO ACT IN CONNECTION WITH THE APPLICATIONS AND SERVICES, INCLUDING WITH RESPECT TO COMPLIANCE WITH APPLICABLE LAWS, AND MARK43 ASSUMES NO RESPONSIBILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED

THROUGH THE APPLICATIONS AND SERVICES. SUBSCRIBER ACKNOWLEDGES THAT THE APPLICATIONS AND SERVICES DO NOT PROVIDE LEGAL ADVICE.

EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTIONS 8.1 AND 8.3, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION. MARK43 DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED OR THAT SUBSCRIBER DATA WILL BE SECURE OR NOT LOST OR DAMAGED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO SUBSCRIBER IN CONNECTION WITH THE PROVISION OF THE SERVICES. MARK43 SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE ITS REASONABLE CONTROL, INCLUDING ANY HARM OR DAMAGES CAUSED BY ITS HOSTING PROVIDERS. MARK43 MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO ANY THIRD-PARTY DATA, THIRD-PARTY COMPONENT, INTEGRATED APPLICATION, OR ON BEHALF OF ANY INTEGRATED APPLICATION PROVIDER.

**9. LIMITATION OF LIABILITY.**

- 9.1** Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL MARK43'S (OR MARK43'S THIRD-PARTY LICENSORS') TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED TWO (2) TIMES THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE SERVICES PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT.
- 9.2** Exclusion of Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICES, SOFTWARE OR PROFESSIONAL SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.
- 9.3** Exceptions. NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO DAMAGES ARISING FROM EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT OR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**10. INDEMNIFICATION.**

- 10.1** Indemnification by Mark43. Mark43 shall indemnify Subscriber, and its employees, officers, and directors against any third-party claim alleging that Subscriber's use of the Services in the form provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, and shall pay the amount of any adverse final judgment or settlement to which Mark43 consents. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the third party claim arises from: (a) Subscriber's or its Affiliates' failure to incorporate a software or other update or upgrade made available by Mark43 that would have avoided the alleged infringement; (b) modification of the Services, any Application, Software or Hardware by anyone other than Mark43; (c) specifications, instructions, features, functions or designs or other elements provided by or requested by Subscriber or its Affiliates; (d) use of the Services, any Application or Software in combination with any other product, service, process or material not provided by Mark43 (including, without limitation, Integrated Applications, Third-Party Data and Subscriber Data); or (e) use of the Services, any Application or Software in a manner not

contemplated by this Agreement. If the Services are (or Mark43 believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section 10.1, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of the Services or replace or modify the Services, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its judgment, then use of the Services may be terminated at the option of Mark43 and Mark43's sole liability will be to refund any prepaid fees for the Services applicable to periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43), are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Services.

- 10.2** Indemnification by Subscriber. To the extent consistent with Applicable Law, Subscriber shall indemnify Mark43, its Affiliates, and their respective employees, officers, and directors against any third-party claim arising out of or related to (a) Subscriber's breach of Section 2.5 (Restrictions on Use), Section 2.6 (Security Obligations) or Section 3.2 (Ownership and Reservation of Rights to Mark43 Intellectual Property); (b) Integrated Applications or Subscriber Data, including any third-party claim alleging that Subscriber Data infringes or misappropriates the rights of a third party or violates any Applicable Law, and shall pay the amount of any adverse final judgment or settlement to which Subscriber consents; and (c) Mark43's disabling a connection to an Integrated Application at Subscriber's request.
- 10.3** Procedures. Each party shall give the other party prompt notice of any claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any claim. An indemnifying party's payment obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

**11. MISCELLANEOUS.**

- 11.1** Notices. Unless otherwise specified herein, all notices and other communications between the parties required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of the parties set forth below or such other addresses as the respective parties may designate by like notice from time to time. Notices so given will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first:

If to Mark43:  Mark43, Inc. 8 West 40th Street 2nd Floor New York, NY 10018 Attn: CFO Email: chris.merwin@mark43.com	If to Subscriber:  San Diego Unified Port District P.O Box 120488 San Diego, CA 92112-0488 Attn: Tracey L. Sandberg, CTO Email: tsandberg@portofsandiego.org
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Copy to:

Mark43, Inc.  
 8 West 40th Street  
 2nd Floor  
 New York, NY 10018  
 Attn: General Counsel  
 Email: contractnotices@mark43.com

- 11.2 Reserved.**
- 11.3** Governing Law. This Agreement will be governed by the internal laws of the state in which Subscriber is geographically located, and any disputes between the parties may be resolved in a state or federal court of competent jurisdiction within the County of San Diego, California. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

- 11.4** Dispute Resolution. Prior to the initiation of any legal proceeding other than one for equitable relief as described in subsection (d) below, the parties shall first attempt to resolve their dispute informally, as follows:
- (a) Within five (5) business days following the written request of a party, designated individual(s) from Mark43 and Subscriber shall meet to resolve such dispute.
  - (b) The representatives referred to in paragraph (a) shall meet as often as the parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter at issue that the parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of formal legal proceedings. The specified format for the discussions will be left to the discretion of the designated representatives, but may include the preparation of agreed upon statements of fact or written statements of position.
  - (c) If the representatives referred to in paragraph (a) above are unable to resolve the dispute within thirty (30) business days after the dispute is escalated to them, then either party may escalate the dispute to the Chief Financial Officer or similar of Mark43 and the Chief or Sheriff or comparable Subscriber official, for their review and resolution.
  - (d) The provisions of this Section 11.4 shall not be construed to prevent a party from instituting, and a party is authorized to institute, judicial or other proceedings either to (i) seek injunctive relief or (ii) avoid the expiration of any applicable legal or contractual limitations period.
- 1.2** Force Majeure. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 1.3** No Waiver. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.
- 1.4** Amendment. No modification, change or amendment to this Agreement shall be effective unless in writing signed by Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document in connection with this Agreement will be effective unless expressly stated otherwise in a separate writing signed by Subscriber and Mark43.
- 1.5** Relationship of the Parties. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.
- 1.6** Subcontracting. Mark43 may draw on the resources of (and subcontract to) its Affiliates and third-party contractors and subcontractors, within or outside of the United States (each, a "Mark43 Vendor") for internal, administrative and compliance purposes or in connection with the hosting or provision of the Service and other products and services to be provided by Mark43 pursuant to this Agreement. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to the Mark43 Vendors for such purposes. Mark43 shall be permitted to subcontract its obligations under this Agreement to the Mark43 Vendors identified on Schedule C as "Subcontractors" or such other subcontractors as approved in advance by Subscriber (each, a "Subcontractor"). Mark43 shall be responsible in accordance with the terms of this Agreement for performance failures by such Subcontractors that cause Mark43 to breach its obligations under this Agreement.
- 1.7** Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.
- 1.8** Headings. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.

- 1.9** Counterparts. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original sgs.
- 1.10** Cumulative Remedies. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 1.11** Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control.
- 1.12** Compliance with Laws. Each party shall comply with all Applicable Laws relating or pertaining to the use of the Services. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties or the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.
- 1.13** Reserved.
- 1.14** Supporting Documents.

The following documents are, by this reference, expressly incorporated into this Agreement and are collectively referred to herein as the "Supporting Documents:"

- Schedule A: Support Services and Service Level Agreement
- Schedule B: Third-Party Component Terms
- Schedule C: Order Form

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of this Agreement itself shall control over any conflicting provisions in any of the Supporting Documents.



**SCHEDULE A**

**Support Services and Service Level Agreement**

**1. Support Services.**

**a. Error Reporting**

When reporting a failure of the SaaS Services to perform substantially in conformance with this Agreement (an “**Error**”), Subscriber shall use the phone number, email address, or Mark43 Support Portal URL identified in this Agreement (or otherwise provided to Subscriber by Mark43 from time to time, including by email) during the hours of support set forth herein.

Subscriber personnel submitting support requests must be reasonably trained in the use and functionality of the SaaS Services and familiar with this Agreement and, before submitting a support request to Mark43 hereunder, must use reasonable efforts to ensure a perceived Error is not due to a problem with Subscriber’s (or its other third-party providers’) equipment, systems, software or connectivity or due to improper, non-conforming or unauthorized use of the SaaS Services by or on behalf of Subscriber.

Subscriber will include with each support request, further detailed in subsection (d) below: (i) Subscriber’s initial assessment of the Response Priority (including identification of the Error and the approximate percentage of Authorized Users impacted); (ii) sufficient information to enable Mark43 to identify and replicate the Error; and (iii) contact information for Subscriber personnel familiar with the Error who will be available to Mark43 to assist with resolution of the Error on an ongoing basis until the Error is resolved.

**b. Response Priority Determination**

Mark43 will validate Subscriber’s Response Priority designation, or notify Subscriber of its Response Priority designation if it is different than Subscriber’s. If requested, Mark43 will provide Subscriber with the basis of its determination. In the event of a conflict regarding the appropriate Response Priority designation, each party shall promptly escalate such conflict for resolution by the parties’ management, during which time the parties shall continue to handle the support issue in accordance with the Mark43 Response Priority designation. In the rare case that a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

**c. First Response, Resolution, and Updates**

Upon notification by Subscriber of an Error in accordance with this Schedule and subject to Mark43’s identification and replication of the Error, Mark43 will respond to each case in accordance with the First Response Times and Communication Commitments described in the charts below. First Response Time is the period from the time the Error was logged with the Mark43 Support Team until Mark43 responds to Subscriber (and escalates within Mark43, if appropriate). A first response is defined as a non-automatic means where an agent will reach out to gather additional details and may not include a solution or workaround. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments. Actual resolution time will depend on the nature of the case and the resolution itself. Resolution methods are defined below. A resolution may consist of a fix, workaround, delivery of information, or other commercially reasonable solutions to the issue.

**d. Subscriber’s Obligations**

Mark43’s provision of the support services described in this Schedule is subject to Subscriber cooperating fully and on a timely basis with reasonable requests of Mark43 for accurate information and access to Subscriber personnel with sufficient availability and knowledge to enable Mark43 to provide the support services, including accurate information and assistance reasonably required to detect, replicate, and correct Errors. In the event Mark43’s response, resolution, or update times are negatively impacted by delayed responses by Subscriber personnel or Subscriber’s failure to otherwise comply with its obligations under this Schedule, timeframes will be extended.

**First Response Commitment**

<b>Red</b>	<b>Orange</b>	<b>Yellow</b>
1 hour 24/7	2 hours 8am - 8pm EST, 7 days	8 hours 8am - 8pm EST M-F

**Communication Commitment**

	<b>Red</b>	<b>Orange</b>	<b>Yellow</b>
Status page updates	A status update will be posted as soon as Mark43 is notified and updated every 30 minutes thereafter until resolved.	n/a	n/a
Email/phone updates	After initial Mark43 response, within 1 hour of any additional Subscriber questions about the same issue until resolved.	After initial Mark43 response, within 1 business day of any additional Subscriber questions until issue is resolved.  Subscriber will receive notification via email once the issue fix has been scheduled and again when the issue has been fixed.	After initial Mark43 response, within 2 business days of any additional Subscriber questions until issue is resolved.  Subscriber will receive notification via email once the issue has been fixed.

**Priority Definitions**

- *Red* - An Error due to Mark43’s systems that results in the inoperability or substantial impairment of a core function for the majority of Subscriber’s Authorized Users, provided there is no feasible workaround. Examples include: Authorized Users cannot access the Application; CAD units cannot be dispatched; reports cannot be created.
- *Orange* - An Error due to Mark43’s systems that results in the inoperability or substantial impairment of a critical workflow for the majority of Subscriber’s Authorized Users, provided there is no feasible workaround. Examples include: significant lagging/slowness; inability to process persons in custody; inability to export reports or cases for same or next day court deadlines; inability to submit reports.
- *Yellow* - An Error due to Mark43’s systems for which a reasonable workaround is available.
- *None* - There are a number of low-impact issues, how-to questions, and feature requests that do not fall into one of the categories above and are not subject to the outlined First Response or Communication Commitments.

**Issue Escalation & Resolution Methods:** Subscriber-reported issues are escalated within Mark43 by a well-defined internal process. Mark43 works to resolve issues based on the issue severity/impact, by employing one or more of the following methods:

- Providing Subscriber with a reasonable workaround
- Adjusting system/hosting configurations or setup
- Direct database modifications
- Releasing a fix out-of-cycle (patching)
- Releasing a fix as part of the regular release cycle
- Other commercially reasonable solution

Subscriber will be notified of status changes either through Mark43’s status page and/or via email updates in a support ticket.

**2. Service Level Agreement.** Mark43 shall provide the Applications in accordance with the following service levels (“SLA”).

**a. Monthly Uptime Commitment.**

Following Go Live of the applicable In-Scope Application, Mark43 will use commercially reasonable efforts to make the In-Scope Application available with the Monthly Uptime Percentage corresponding to that Application (the “**Uptime Commitment**”), as follows:

- *RMS Application:* Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 RMS Application of no less than 99.90% in any calendar month.

- *CAD Application:* Mark43 will use commercially reasonable efforts to achieve a Monthly Uptime Percentage for the Mark43 CAD Application of no less than 99.95% in any calendar month.

For each In-Scope Application, the “Monthly Uptime Percentage” is calculated as set forth below by subtracting from one hundred percent (100%) the percentage of minutes during the month in which the In-Scope Application experienced Downtime.

Monthly Uptime Percentage =  $(100) - ((\text{minutes of Downtime} * 100) / (\text{total minutes in month}))$

**b. Service Credit Calculation.**

Subject to the SLA Exclusions, if Mark43 does not achieve the Uptime Commitment in any given month due to Downtime, Subscriber may be eligible for credits as described herein (the “**Service Credits**”), as follows:

- *RMS Application:* If Mark43 does not achieve the Uptime Commitment for the RMS Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the RMS Application in respect of the period in which the actual RMS Downtime for the month exceeded the RMS Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month’s subscription fee paid in consideration for the RMS Application, as illustrated here:

RMS Service Credit =  $(10) * ((1/12) * \text{annual subscription fee}) * ((\% \text{ of Downtime}) - (0.10\%))$

- *CAD Application:* If Mark43 does not achieve the Uptime Commitment for the CAD Application, Subscriber will (to the extent legally permitted) be eligible pursuant to the terms of this SLA to receive a credit equal to ten (10) times the amount paid for the CAD Application in respect of the period in which the actual CAD Downtime for the month exceeded the CAD Downtime allowable within the Uptime Commitment, up to a maximum credit of 25% of one month’s subscription fee paid in consideration for the CAD Application, as illustrated here:

CAD Service Credit =  $(10) * ((1/12) * \text{annual subscription fee}) * ((\% \text{ of Downtime}) - (0.05\%))$

**c. Requesting Service Credits.**

In order to receive a Service Credit, Subscriber must notify Mark43 in writing at 8 West 40<sup>th</sup> Street, 2<sup>nd</sup> Floor, New York, NY 10018, Attn: Accounting, with a copy to [accounting@mark43.com](mailto:accounting@mark43.com), or such other address provided by Mark43 from time to time, within fifteen (15) days following the end of the month in which the Downtime occurred. Claims must include the words “SLA Credit Request” in the subject line; the dates and times of each Downtime incident that Subscriber is claiming occurred; and any documentation to corroborate Subscriber’s claim of Downtime, ensuring removal or redaction of any confidential or sensitive information in these logs. All claims are subject to review and verification by Mark43 prior to any Service Credits being granted. Mark43 will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will inform Subscriber whether such claim request is approved or denied.

If Mark43 confirms that the Uptime Commitment has not been met in the applicable calendar month, Subscriber will be issued a Service Credit within one billing cycle following the month in which Subscriber’s request is confirmed by Mark43. Subscriber’s failure to provide the request and other information as required above will disqualify Subscriber from receiving a Service Credit. Service Credits will not entitle Subscriber to any refund or other payment from Mark43 and are non-transferable. The parties acknowledge and agree that Service Credits are intended as genuine pre-estimates of loss that may be suffered as a result of any failure to achieve Uptime Commitments and will not be deemed to be penalties. To the extent legally permitted, the issuance of a Service Credit by Mark43 hereunder is Subscriber’s sole and exclusive remedy for any failure by Mark43 to satisfy the Uptime Commitment.

**d. Additional Definitions.**

“**Downtime**” with respect to any single In-Scope Application means time in which the Application is not accessible or available to Subscriber for reasons other than those resulting directly or indirectly from an SLA Exclusion. For the avoidance of doubt, slow performance does not constitute lack of accessibility or availability and shall not count as Downtime, unless there is a total loss of ability for the substantial majority of Authorized Users to perform any one of the In-Scope Application Features so as to constitute a total loss of service of that Application, in each case in Mark43’s reasonable discretion. The concurrent loss of service of two or more In-Scope Application Features within the same Application will count as a single Downtime event. At the end of each month, Mark43 adds “Downtime” periods together to calculate the overall monthly “Downtime.”

“**In-Scope Application**” means the web-accessible Applications identified in subsection (a) above, provided that Subscriber has purchased a subscription for the Applications and signed a valid agreement with Mark43. Under no circumstance shall any reference to an Application that Subscriber has not purchased a

subscription and signed an agreement for be construed to entitle Subscriber to use such Application. For the avoidance of doubt, In-Scope Applications do not include mobile versions or Applications that are in beta testing.

**"In-Scope Application Features"** means, in each case:

- For RMS Application: (i) the ability to login to the Mark43 RMS; (ii) the ability to view and edit reports and names, property, and vehicles; (iii) the ability to view and edit cases; and (iv) the ability to search for entities within the RMS.
- For CAD Application: (i) the ability to login to the Mark43 CAD; (ii) the ability to view / edit / clear events; (iii) the ability to view and edit units; (iv) the ability to search for CAD tickets; and (v) the ability to receive real-time updates when actively connected to an internet-enabled network.

**"Monthly Uptime Percentage"** has the meaning set forth in Section 2(a) of this SLA.

**"Scheduled Maintenance"** means scheduled work related to the Mark43 Application or the hosting environment, which may cause inaccessibility or unavailability of the Mark43 Application. Except as set forth below, Mark43 shall provide at least seven (7) days' advance notice of Scheduled Maintenance whenever practicable, and in no circumstances less than three (3) days' advance notice. In the event that Mark43 determines it is appropriate to perform emergency work related to the Mark43 Application or emergency work is performed related to the hosting environment, such work will be deemed Scheduled Maintenance, provided Mark43 uses reasonable efforts under the circumstances to provide Subscriber with notice at least twenty-four (24) hours prior to such emergency work. Notice of Scheduled Maintenance may be provided by email and, in the case of emergency work, may also be provided by telephone. The total amount of Scheduled Maintenance for the CAD Application shall not exceed sixty (60) minutes during any thirty (30)-day period.

e. **SLA Exclusions.** The Uptime Commitment does not apply to any inaccessibility or unavailability of an Application (the **"SLA Exclusions"**):

- That is not an In-Scope Application;
- That occurs prior to Go Live;
- That results from Scheduled Maintenance;
- That results from a suspension or remedial action, as described in this Agreement;
- Caused by factors outside of Mark43's reasonable control, including any force majeure event, Internet access, or problems beyond the demarcation point of the Mark43 cloud environment;
- That results from actions or inactions of Subscriber or any third party;
- That is attributable to Subscriber's own computer equipment or devices, or failure of any software, hardware or service not supplied by Mark43 pursuant to this Agreement, including, without limitation, issues related to network connectivity, internet connectivity or network performance issues at any Subscriber locations, server downtime related to connectivity issues resulting from third-party-managed VPN access to a hosted server or Subscriber's internal network problems, or Software (including interfaces) that is not supplied or maintained by Mark43;
- That results from any Integrated Application, Third-Party Data, or any Subscriber-provided application or program; or
- That results from the failure by Subscriber, its Affiliates, or any Authorized User to incorporate a Software or Services update or upgrade made available by Mark43.

**SCHEDULE B****Third-Party Component Terms**

**Google:** Users are bound by the Google Maps/Google Earth Additional Terms of Service (including the Google Privacy Policy), available by following these links:

Google Maps Terms: [https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)

Google Privacy Policy: <https://policies.google.com/privacy?hl=en&gl=us>

Acceptable Use: [https://enterprise.google.com/maps/terms/universal\\_aup.html](https://enterprise.google.com/maps/terms/universal_aup.html)

**Esri:** Users (as defined below) are bound by the following Esri Terms of Service:

To the extent permitted by applicable law, Environmental Systems Research Institute, Inc. (“**Esri**”) and its licensors disclaim liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of Esri’s solution (“**Esri Solution**”) including, but not limited to, liability for use of the Esri Solution in high-risk activities or liability related to any data supplied by Esri.

In the event of any termination of the Agreement, the end user of the Esri Solution (“**User**”) shall (i) cease access and use of the Esri Solution and any data supplied by Esri, and (ii) clear any client-side data cache derived from the Esri Solution or any data supplied by Esri.

User will comply with all relevant export laws and regulations of the United States with respect to the Esri Solution, including, but not limited to, the Export Administration Regulations (EAR), International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations, and User will not export, reexport, transfer, divert, use, or access, directly or indirectly, the Esri Solution in violation of any United States export laws and regulations.

User will provide Esri with information about User’s export and distribution activities as may be required for Esri to meet its obligations under the United States export control laws and regulations.

User shall not remove or obscure any patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to the Esri Solution or any Esri materials, output, metadata file, or online or hard-copy attribution page of any data supplied by Esri.

Esri and its licensors disclaim all terms in any “click-through” agreements included with the Esri Solution. Esri and its licensors do not warrant that the Esri Solution or any data or materials supplied by Esri will meet User’s needs or expectations; that the use thereof will be uninterrupted; or that all nonconformities can or will be corrected. Esri and its licensors are not inviting reliance on data in the Esri Solution, and User should always verify actual data in the Esri Solution. Any warranty offered by Mark43 for Mark43’s solution shall only apply between Mark43 and User. Esri does not offer any warranties or indemnities to User for the Esri Solution.

User shall not use the Esri Solution for any revenue-generating activities. The Esri Solution is for the internal use of User only.

User shall not use the Esri Solution independently from the Mark43 solution or in any other product or service.

User shall not store, cache, use, upload, distribute, or sublicense content provided through the Esri Solution in violation of Esri’s or a third-party’s rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation.

User’s login credentials for the Esri Solution are for User only and may not be shared with other individuals.

**Amazon:**

Universal Service Terms: <https://aws.amazon.com/service-terms/>

Acceptable Use: <https://aws.amazon.com/aup/>

**Auth0** (if elected):

Acceptable Use: <https://cdn.auth0.com/website/legal/files/aup-19.pdf>

**RapidSOS** (if elected): Subscriber must sign up and accept the terms contained within the following link:

<https://info.rapidsos.com/rapidsos-integrations-signup>

**CommSys** (if elected):

CommSys End User License Terms and Conditions

CommSys, Incorporated, an Ohio corporation ("**CommSys**") is the owner of certain components of the SaaS Services licensed to Subscriber and your Authorized Users (collectively, "you") by Mark43, Inc. ("**Mark43**") under an agreement between you and Mark43 (the "License Agreement").

As a condition to the license to use the CommSys Products (as defined below), and in addition to the restrictions on the scope and use of the license grants contained in the License Agreement, CommSys requires that all users agree that the CommSys Products are subject to the restrictions, terms and conditions set forth herein (the "CommSys Terms and Conditions"). In the event of any inconsistency or conflict between these CommSys Terms and Conditions and the terms of the License Agreement, these CommSys Terms and Conditions shall govern with respect to your use of the CommSys Products.

"CommSys Products" shall mean all products and programs of CommSys and all documentation related thereto, whether referred to as "software", "firmware" or otherwise, wherever resident on any media, and whether separately licensed, furnished as a part of equipment, or provided as a result of software services, and further may include programs and related documentation that are owned by third parties and distributed by CommSys under license from the owner thereof.

Your use of the CommSys Products pursuant to the License Agreement is subject to the following CommSys Terms and Conditions, and by using the CommSys Products, you hereby acknowledge and agree as follows:

- (a) All rights to use the CommSys Products are non-exclusive, non-transferable, and non-sublicensable, and shall terminate automatically without notice to you upon your failure to comply with any of the CommSys Terms and Conditions.
- (b) All confidential, proprietary, or trade secret information associated with the CommSys Products, including, but not limited to, all software programs, object code, source code, products, research, technical knowledge, specifications, and other data, is the confidential and proprietary information of CommSys (collectively, "Confidential Information"), and you shall abide by and maintain, and not remove, deface, or destroy, any proprietary markings on any of the CommSys Products or Confidential Information.
- (c) You may not make any copies of the CommSys Products or Confidential Information. You may use the CommSys Products only for the purposes of and strictly in accordance with the provisions of the License Agreement (as it pertains to the CommSys Products) and the CommSys Terms and Conditions, and you shall not otherwise use, disclose, convey, disseminate, transfer, or assign any of the CommSys Products or Confidential Information.
- (d) You may not, directly or indirectly: (i) sell, resell, or distribute the CommSys Products on a stand-alone basis, or other than as integrated in the SaaS Services; (ii) allow the CommSys Products to be used in conjunction with or launched from within any other product; (iii) re-brand, bundle, or re-label the CommSys Products, or use in any manner the CommSys Products with any other software or products; or (iv) use the CommSys Products for internal or third party production purposes or development of products or in violation of law.
- (e) You shall promptly notify Mark43 of any actual or suspected use or disclosure of the CommSys Products or Confidential Information and shall provide reasonable assistance in the investigation and prosecution of such uses or disclosures.
- (f) You shall destroy all CommSys Products and Confidential Information if: (i) you cease to use the CommSys Products; (ii) the License Agreement terminates; or (iii) your rights to use the CommSys Products is terminated.
- (g) You (including all of your employees, contractors, and affiliated persons) shall not, directly or indirectly, nor cause or allow any other person to: (i) modify or translate into any other format or language any portion of the CommSys Products or Confidential Information; (ii) use any Confidential Information to create any item which is substantially similar to, competitive with, or performs the functions of any of the CommSys Products; (iii) reverse engineer, disassemble, decompile, or otherwise attempt to derive the

source code for or other Confidential Information with respect to, any of the CommSys Products or Confidential Information; or (iv) modify, copy, reproduce, manufacture, adapt, create derivative works of, translate, localize, or port any of the CommSys Products or the Confidential Information, or allow any employee, representative, consultant, agent, or other third party to engage in such conduct.

- (h) You agree that any item resulting from any actions under (g) above shall be the sole and exclusive property of CommSys. You agree that all of the CommSys Products and Confidential Information are highly valuable to CommSys, and that any breach of the CommSys Terms and Conditions would severely damage CommSys, the extent of which damage would be difficult to ascertain, and therefore CommSys, as a third party beneficiary of these CommSys Terms and Conditions is entitled to seek, among other remedies, immediate injunctive and other equitable relief for any such breach.
- (i) Your use of the CommSys Products is subject to the compliance by Mark43 of its license from CommSys to use the CommSys Products. CommSys has the right to terminate or suspend the license of the CommSys Products to Mark43 upon the breach by Mark43 of the license in accordance with the terms of such license. Your rights to use the CommSys Products may be terminated or suspended without notice to you in the event of any breach by Mark43 of its license from CommSys or if such license is terminated for any reason. CommSys shall have no liability or obligation to you resulting from such suspension or termination of its license of the CommSys Products.

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**SCHEDULE C**

**Order Form**

1. **Services.** The Services covered by this Agreement consist of the following:

**SaaS Services** with respect to the following Applications per the SKUs noted in Section 5 below and the product descriptions set forth at <https://mark43.com/Mark43-Product-Catalogue>: Computer Aided Dispatch including LE First Responder (CAD); and Analytics.

**Professional Services** as detailed in a Statement of Work.

2. **Subcontractors.** N/A

3. **Initial Term.** The Initial Term is the five (5) year period commencing on the Effective Date.

4. **Renewal Terms.** Any Renewal Terms shall be for a period of three (3) years.

5. **Fees.** For the Initial Term, the following Fees will apply. These fees are for the Applications as hosted on AWS GovCloud; the Applications are also available as FedRAMP Authorized for additional fees.

**Recurring Fees:**

<i>Mark43 SaaS Services—Recurring Fees</i>	Qty (if applicable)	List Price	Price to Subscriber
ANA 1: Analytics BI Suite Viewer	Not to Exceed 10 license(s)	\$1,200.00	\$1,200.00
ANA 2: Analytics BI Suite Explorer	Not to Exceed 3 license(s)	\$1,440.00	\$1,440.00
CAD 1: CAD Dispatcher/Call-Taker	Not to Exceed 15 Telecommunicators	\$54,000.00	\$42,467.00
CAD 2: LE First Responder	Not to Exceed 160 total sworn	\$96,000.00	\$57,600.00
MOB 1 CAD: OnScene Mobile Application for CAD	Not to Exceed 160 total sworn	\$76,800.00	\$49,920.00
CAD 7: Real Time Route Recommendation	Not to exceed 160 total sworn	\$10,000.00	Fees waived in initial term
DLK 1: Data Lake - Base	Not to Exceed 1 instance(s)	\$10,000.00	\$10,000.00
Subtotal - Mark43 SaaS Services		\$249,440.00	\$162,627.00
<b>Mark43 Professional Services—Recurring Fees</b>			
	Qty (if applicable)	List Price	Price to Subscriber
Interface Maintenance: RapidSOS	1 interface(s)	\$3,000.00	\$3,000.00
Interface Maintenance: NetRMS	1 interface(s)	\$5,000.00	\$5,000.00
Subtotal - Mark43 Recurring Professional Services		\$8,000.00	\$8,000.00
<b>Partner Services—Recurring Fees</b>			
	Qty (if applicable)	List Price	Price to Subscriber
PAR 6: ConnectCIC State Only	Site License for not to exceed 1 total sworn	\$8,735.00	\$8,735.00
Subtotal – Partner Recurring Services		\$8,735.00	\$8,735.00
<b>Total Recurring Fees</b>		<b>\$266,175.00</b>	<b>\$179,362.00*</b>



\*For the avoidance of doubt, this is the Recurring Fee that will serve as the baseline for the Recurring Fees to be charged during any Renewal Term. Additional increases may be applied at any time during the Term if required quantities increase. If authorized sworn or dispatch telecommunicator quantities increase, Mark43 will provide a cost quote for the adjusted annual cost prior to the next annual payment date.

**One-Time Fees:**

<i>Mark43 Professional Services – One-Time Fees</i>	Qty (if applicable)	List Price	Price to Subscriber
Implementation Tenant: provisioning environments for configuration, testing, and training during the implementation period	1	\$162,627.00	\$162,627.00
Level 3 Implementation	1 package(s)	\$118,900.00	\$118,900.00
Oversight - Single Platform - 10	1 package(s)	\$40,000.00	\$40,000.00
Data Analytics Implementation Services	1 package(s)	\$12,220.00	\$0.00
Standard Training Package	1 package(s)	\$5,760.00	\$5,760.00
Response Plan Configuration	2 days	\$4,000.00	\$0.00
Professional Services: GPS Coordinates	1 Each	\$10,000.00	\$10,000.00
Interface Development: E911 (ANI/ALI)	1 interface(s)	\$0.00	\$0.00
Interface Development: RapidSOS	1 interface(s)	\$5,000.00	\$5,000.00
Interface Development: AVL via Laptop GPS	1 interface(s)	\$0.00	\$0.00
Interface Development: Niche RMS or NetRMS	1 interface(s)	\$15,000.00	\$15,000.00
<b>Subtotal – Professional Services</b>		<b>\$373,507.00</b>	<b>\$357,287.00</b>
<i>Partner Products/Services – One-Time Fees</i>	Qty (if applicable)	List Price	Price to Subscriber
PAR: CommSys Implementation	1	\$4,320.00	\$4,320.00
<b>Subtotal – Professional Services</b>		<b>\$4,320.00</b>	<b>\$4,320.00</b>
<b>Total One-Time Fees</b>		<b>\$377,827.00</b>	<b>\$361,607.00</b>

**6. Payment Schedule.**

- a. Initial Term: Subscriber will pay the Fees detailed in Section 5 above according to the following schedule during the Initial Term.

Year	Details of Payments and Due Dates	Estimated Timeline	Amount Due
1	Year 1 Payment, due according to the following schedule:	<b>1 year</b>	<b>\$361,607.00</b>
	- Effective Date (0%)		\$0
	- Virtual Kickoff & Onboarding (10%)	Month 1	\$36,160.70
	- Implementation Tenant Live (15%)	Month 1	\$54,241.05
	- Project Kickoff Meeting Complete (15%)	Month 1	\$54,241.05

	- Application Setup Complete (10%)	Month 6	\$36,160.70
	- UAT Complete (10%)	Month 8	\$36,160.70
	- Training Complete (5%)	Month 9	\$18,080.35
	- Pre-Go Live Interfaces Development & Testing Complete (10%)	Month 8	\$36,160.70
	- Go Live Complete (10%)	Month 10	\$36,160.70
	- Final Acceptance (30 Days post Go Live) (15%)	Month 11	\$54,241.05
2	Year 2 Payment, due on the first anniversary of the Effective Date.	1 year	\$179,362.00
3	Year 3 Payment, due on the second anniversary of the Effective Date.	1 year	\$179,362.00
4	Year 4 Payment, due on the third anniversary of the Effective Date.	1 year	\$179,362.00
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	1 year	\$179,362.00
	<b>FIVE (5) YEAR TOTAL</b>	<b>5 years</b>	<b>\$1,079,055.00</b>

- b. Renewal Term: Fees for any Renewal Term will be paid annually in advance on the relevant anniversary of the Effective Date.

**ATTACHMENT B  
STATEMENT OF WORK  
San Diego Unified Port District**

**Statement of Work Overview**

1. **This Statement of Work (“SOW”) Outlines the Professional Services Mark43 shall provide to Subscriber to assist with the setup, configuration and optimization of the Mark43 Applications in accordance with the Software License and Services Agreement (“SLSA”) incorporated as part of the Agreement to which this SOW is attached. The Mark43 Project Team shall perform in accordance with this SOW, which shall be effective as of the Effective Date. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the SLSA.**

**Any changes to this document will be handled through a Change Order outlined in the Change Order Process section of this document. If a service is not listed in this document, it is not considered part of the project.**

**Scope of Services**

Upon completion of the product feature development included in this SOW the Mark43 CAD Application will meet all of the requirements set forth in Exhibit C - HPD CAD Requirements.

**2. Preparation and Planning**

- a. **Description.** Mark43 to provide overall project management and governance of the services purchased.

<ul style="list-style-type: none"> <li>☒ Project Kickoff Activities                             <ul style="list-style-type: none"> <li>☒ Welcome email</li> <li>☒ Kickoff Meeting</li> <li>☒ Customer Journey overview</li> <li>☒ SOW review</li> <li>☒ Project Team overview</li> <li>☒ Review Prerequisites</li> <li>☒ Review on-Site visits (if applicable)</li> <li>☒ Review meeting cadence</li> <li>☒ Escalation Process</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Project Documentation / Ongoing Activities                             <ul style="list-style-type: none"> <li>○ Project Charter, Project Plan, and Key Milestones</li> <li>○ Resource Scheduling</li> <li>○ Weekly/bi-weekly project updates</li> <li>○ Issue/Risk Management</li> <li>○ Change Order Process</li> </ul> </li> </ul>
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**3. Application Setup**

- a. **Tenant Provisioning -Description.** The table below outlines the tenants to be provisioned during the project to the Subscriber.

Tenant Type	Number of Tenants (San Diego Unified Port District)
Core Foundation Tenants (Training/Test)	1
Production Tenants	1

The setup of a tenant includes the following configurations:

<ul style="list-style-type: none"> <li>€ Tenant Setup             <ul style="list-style-type: none"> <li>⊘ Subdomain (URL)</li> <li>⊘ Tenant Status</li> <li>⊘ Agency Information</li> <li>⊘ Location Bias Settings</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>○ Login Background</li> <li>○ Report Event Number (REN) Formatting</li> <li>○ Compliance/DEX Settings</li> <li>○ Upload Initial User List (Project SMEs)</li> </ul>
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Tenant Notes:

- € Core foundation tenants are meant to serve as the environment where the applications and interfaces are configured, tested and validated.
  - ⊘ This is the environment that training will also take place in
- € Depending on scope, tenants used for data migration testing will be “cloned” from core foundation tenants.
- € Production tenants will be “cloned” from core foundation tenants
- € DataLake provisioning will occur for both the core foundation tenant and the production tenant.

b. **CAD – Dispatcher** - Description. The review and configuration assistance of select reports fields, attributes, rules and settings of the Dispatcher Application in the CAD

<ul style="list-style-type: none"> <li>● Agency/Agency Code             <ul style="list-style-type: none"> <li>○ Agency Name</li> <li>○ Agency Abbreviation</li> <li>○ Agency ORI</li> <li>○ Agency Type (Police, Fire, EMS)</li> <li>○ Disposition Required to Close Events</li> <li>○ Automatic Event Based REN</li> </ul> </li> <li>● Dispatch Area</li> <li>● Radio Channels</li> </ul>	<ul style="list-style-type: none"> <li>● Units/Unit Types             <ul style="list-style-type: none"> <li>○ Unit Type Description</li> <li>○ Unit Type Abbreviation</li> <li>○ Unit Type</li> <li>○ Units                 <ul style="list-style-type: none"> <li>■ Call Sign</li> <li>■ Unit Type</li> <li>■ Additional Unit Types</li> <li>■ Equipment</li> <li>■ Agency</li> <li>■ Dispatch Area</li> <li>■ Station</li> </ul> </li> </ul> </li> </ul>
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<ul style="list-style-type: none"> <li>○ Primary Radio Channel</li> <li>○ Radio Channel Abbreviation</li> <li>● Dispatch Group</li> <li>● Calls for Service Types             <ul style="list-style-type: none"> <li>○ Priorities Attributes</li> <li>○ Risk Level Attributes</li> <li>○ CFS Types                 <ul style="list-style-type: none"> <li>■ CFS                     <ul style="list-style-type: none"> <li>Abbreviation/Code</li> </ul> </li> <li>■ CFS Description</li> <li>■ Buffer Minutes</li> <li>■ Priority</li> <li>■ Event Origin (Emergency Call, Non-Emergency)</li> </ul> </li> </ul> </li> <li>● Unit Statuses             <ul style="list-style-type: none"> <li>○ Description</li> <li>○ Abbreviation</li> </ul> </li> <li>● Unit Status Transitions</li> <li>● Unit Timer</li> <li>● Event Clearing Dispositions             <ul style="list-style-type: none"> <li>○ Description</li> <li>○ Abbreviation</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>■ Is Member Required</li> <li>■ Tag Number</li> <li>● Shortcut Keys             <ul style="list-style-type: none"> <li>○ Shortcut Command</li> <li>○ Shortcut Key Combination</li> </ul> </li> <li>● Command Line             <ul style="list-style-type: none"> <li>○ Command Abbreviation</li> <li>○ Command Line Description</li> </ul> </li> <li>● On-View             <ul style="list-style-type: none"> <li>○ Self-Initiate</li> </ul> </li> <li>● Workspaces &amp; Queues</li> <li>● Call Taker Stations</li> <li>● Optional Configurations             <ul style="list-style-type: none"> <li>○ Event Labels</li> <li>○ Service Rotations</li> <li>○ Messaging Groups</li> <li>○ Contact List/Rolodex</li> </ul> </li> </ul>
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**c. CAD - Additional Class -Description.**

The review and configuration assistance of select reports fields, attributes, rules and settings of additional classes in the CAD (example: Fire).

<ul style="list-style-type: none"> <li>● Fire Stations</li> <li>● Response Plans             <ul style="list-style-type: none"> <li>○ Resource Patterns</li> <li>○ Run Order</li> <li>○ Move Ups</li> </ul> </li> <li>● Combined Calls For Service             <ul style="list-style-type: none"> <li>○ Priority</li> <li>○ Event Origin</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Unit Statuses             <ul style="list-style-type: none"> <li>○ Description</li> <li>○ Abbreviation</li> </ul> </li> <li>● Unit Status Transitions</li> </ul>
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**d. CAD - First Responder -Description**

The review and configuration assistance of select reports fields, attributes, rules and settings of the First Responder Application in the CAD.

<ul style="list-style-type: none"> <li>● Self-Initiate             <ul style="list-style-type: none"> <li>○ CFS Types</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Shortcut Keys             <ul style="list-style-type: none"> <li>○ Shortcut Command</li> <li>○ Shortcut Key Combination</li> </ul> </li> </ul>
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**e. CAD - Admin: Setting Preferences - Description**

The review and configuration assistance of select Administrative Settings within the CAD.

<ul style="list-style-type: none"> <li>● Users             <ul style="list-style-type: none"> <li>○ User Skill</li> </ul> </li> <li>● Roles/Abilities</li> </ul>	<ul style="list-style-type: none"> <li>● CAD Preferences</li> </ul>
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**f. CAD - Admin: GIS/Locations - Description**

The review and configuration assistance of shapefile types and other location entities that can be uploaded into the CAD.

<ul style="list-style-type: none"> <li>● Optional Shapefile Types             <ul style="list-style-type: none"> <li>☒ Subdivision Polygons                 <ul style="list-style-type: none"> <li>■ Examples: Beats, Sectors, Districts, Reporting Areas, Zones, Quadrants, etc.</li> </ul> </li> <li>☒ Address Points</li> <li>☒ Street Centerlines</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Other Optional Location Entities             <ul style="list-style-type: none"> <li>☒ Location Aliases</li> <li>☒ Street Aliases</li> <li>☒ Location Cautions</li> <li>☒ ESRI Basemap Layers</li> </ul> </li> </ul>
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**g. CAD - Admin: Technical Requirements - Description**

Depending on which applications or services are in-scope, Mark43 will provide Subscriber with consultation on any technical requirements to set up the applications.

<ul style="list-style-type: none"> <li>☒ Installation of in-scope Mark43 Applications on supported Mobile devices and laptops/desktops             <ul style="list-style-type: none"> <li>☒ Note: Subscriber must ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations</li> </ul> </li> <li>● SSO Configuration</li> <li>● Interfaces Servers             <ul style="list-style-type: none"> <li>☒ 2 x Setup of Linux Server for Mark43 RMS Interface Servers</li> <li>☒ Interface Application Configuration</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● DEx Interface Deployment</li> <li>● Build Desktop Integration Services v2 Installer</li> <li>● Mark43 will provide the design documents.</li> </ul>
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**4. Application Enablement and Testing**

**a. Outcome: Application Enablement (For all in-scope applications)**

**Description**

Once the initial application has been configured (**Application Setup**), Mark43 will provide baseline practice scenario examples that can be used to validate configurations. Parallel Processing can also be conducted by utilizing Mark43 CAD side-by-side with the Subscriber’s legacy CAD system in order to ensure that Mark43 CAD is configured

properly.

Mark43 will then modify or work with the Subscriber to modify the system prior to training.

<ul style="list-style-type: none"> <li>● Practice Scenario Examples             <ul style="list-style-type: none"> <li>☞ Review/validate configurations for various modules</li> <li>☞ Modify the system as necessary</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>€ Parallel Processing Activities             <ul style="list-style-type: none"> <li>☞ Review/validate configurations for various module</li> <li>☞ Modify the system as necessary</li> </ul> </li> </ul>
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**5. Mark43 Analytics Implementation**

**Description**

A comprehensive implementation service that ensures customers are equipped to leverage Mark43 Analytics effectively. The following are in scope:

- 15 data visualization tiles, where a data visualization tile is a single query of available data, including:
  - Tables
  - Bar charts
  - Pie Charts
  - Maps
  - Single Statistic
- Two, one-hour knowledge transfer sessions, focused on how to use features of the Analytics Module, such as creating/modifying a visualization, filtering data, and custom field calculations.
- Up to two additional, one-hour, Ad-hoc training

**6. Training**

**Description**

Mark43 will provide Train the Trainer services to the Subscriber.

<b>CAD Training</b>		
CAD Dispatcher Direct End User	3 x 1 Day	General Navigation Queues Status Changes Units and Events Create A CAD Event Manage A CAD Event Clear A CAD Event Command Line Map and Search Tools Data Exchange (DEX)

<p>First Responder and OnScene Train the Trainer</p>	<p>2 x 1 Day</p>	<p>Navigate the applications                  Manage assignments                  Utilize mapping features                  Leverage DEx                  Generate reports</p>
<p>CAD System Admin eLearning</p>		<p>Set up your Mark43 CAD instance                  Users: adding, editing, and expiring                  Roles: adding, editing, and expiring                  Edit an existing role                  Add a Call for Service                  Expire an existing Call for Service                  Add a new unit                  Expire an existing unit                  CAD Preferences configurations                  Command Line and Shortcut Key configurations                  Duplicate Event Search configurations                  Dispatch Area configurations                  CAD Messaging configurations                  Service Rotation configurations</p>

**7. Launch**

**Description**

Mark43 to provide the Subscriber with a cutover plan to ensure a smooth transition, including launch support resources and triaging support issues. Post-launch, Mark43 will provide a clear framework to the Subscriber for communicating any issues encountered, both in the immediate and long term.

<ul style="list-style-type: none"> <li>● Pre-Launch Planning                         <ul style="list-style-type: none"> <li>● Cutover Checklist</li> <li>● Production Tenant Setup</li> <li>● Review Launch Support Plan and Triage Plan</li> <li>● Introduction to the Mark43 Customer Support Team</li> <li>● Launch Issue Tracker</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Launch Support                         <ul style="list-style-type: none"> <li>○ In-Person or Virtual</li> </ul> </li> <li>● Post-Launch Support                         <ul style="list-style-type: none"> <li>○ Continued Support</li> <li>○ Issue Tracker Meeting</li> </ul> </li> </ul>
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8. **Interfaces**

a. **3rd Party Interfaces**

**Description**

Mark43 and Subscriber will perform the tasks required to design, develop, optimize, test and integrate the Mark43 Applications with third party systems listed below. Each interface will require its own Interface Scope Document once the project begins.

Interface Name	Product Involved	Direction	Level
NetRMS	CAD	Outbound	Custom
Rapid SOS	CAD	Inbound	Included
E911 (ANI/ALI)	CAD	Inbound	Included

b. **CAD - CJIS Systems Interface/DEX**

**Description**

Mark43 will work with the Subscriber to coordinate a successful CJIS and Data Exchange (DEX) CAD implementation through a partnership with a 3rd party CJIS systems interface provider (CommSys).

Note: The timing of this delivery

<ul style="list-style-type: none"> <li>● Purchase and Setup of CJIS Systems Interface server. (Subscriber is responsible for fully supporting the hardware and Operating System software).                         <ul style="list-style-type: none"> <li>○ <u>Hardware Requirements:</u> Mark43 will provide up to date documentation to the Subscriber software).</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● <u>Software Requirements:</u> Mark43 will provide up to date documentation to the Subscriber.</li> </ul>
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9. **Product Development**

**Description**

Mark43 will develop the following items for Subscriber.

RTM Requirement Reference Line	Feature	Description	Commitment Timeline
#8.3	Maritime GPS	Mark43 will show an option for visual location conversion using maritime display in the follow formats: decimal degrees (DD), degrees, minutes, and seconds (DMS) degrees, decimal, minutes (DMM)	Pre-launch

<p>11.17, 12.5.5 and 12.7.5</p>	<p>Officer in Emergency Workflow</p>	<p>Mark43 First Responder will have an Emergency button within the application as well as a hotkey. When pressed, an emergency activation notification will be sent to all CAD Dispatch users as well as nearby First Responder users with the following information: unit ID, unit location and assigned event. The user will have an option to cancel the emergency activation.</p>	<p>Pre-launch</p>
<p>11.18</p>	<p>BOLOs</p>	<p>Mark43 will have a targeted entry and associated panel view for BOLOs. First Responder will feature a separate section within the Events List for BOLOs for easy access and readability.</p>	<p>Pre-launch</p>
<p>12.7.6</p>	<p>Remove Narrative Requirement</p>	<p>Mark43 First Responder will be updated to only require the location and call for service type for CAD event creation.</p>	<p>Pre-launch</p>
<p>12.7.2</p>	<p>Messaging: Message First Responder Groups Based on Dispatch Area</p>	<p>Messaging recipient selection will include Dispatch Area Responders. When selected, all logged on Mark43 First Responder users in that D-Area will receive the sent message.</p>	<p>Pre-launch</p>
<p>#12.7.3</p>	<p>Messaging: Message all units or dispatchers currently logged on</p>	<p>Messaging recipient selection will include an All Users option. When selected, all logged on Mark43 users in both the CAD and First Responder applications will receive the sent message.</p>	<p>Pre-launch</p>

#12.7.4	Usage Logs	Mark43 will provide the ability for authorized users to access usage logs for: <ul style="list-style-type: none"> <li>- User login/logout date/time</li> <li>- CLETS queries are currently on the roadmap for introduction in June 2025</li> </ul>	Pre-launch
#8.2	ArcGIS Enterprise Location Services	Mark43 will provide access to underlying GIS datasets or feature services to be accessed then synced and/or replicated within a Mark43 owned and maintained Esri environment to allow administrators to replenish data with updates inherited by and available within Mark43 applications for purpose of location classification and resolution.	Pre-launch

10. **Project Close Out**

**Description**

Mark43 Project Management will close out the project officially with the Subscriber, and transition the Subscriber to the Mark43 Customer Success team for ongoing support and operations.

<ul style="list-style-type: none"> <li>● Project Close Out Meeting</li> <li>● Final Documentation Report</li> </ul>	<ul style="list-style-type: none"> <li>● Transition to Customer Success</li> </ul>
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11. **Assumptions**

- a. Mark43 is not responsible for configuring non-Mark43 products.
- b. Professional Services are limited to the scope of Services of each offering purchased.
- c. Mark43 is not responsible for evaluating the Subscriber’s current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
- d. Professional Services within this Statement of Work will be delivered to Subscriber remotely unless agreed otherwise.
- e. When combining individual professional services offerings (Core Application Setup, Additional Reports and/or Modules, Interfaces, Data Migration and Training), there will be one (1) project management/preparation phase, one (1) application setup phase, one (1) enablement phase and one (1) launch phase.

- f. Creating agency specific forms or fillable PDFs to be generated from the application is not the responsibility of Mark43.
  - g. Mark43 is not responsible for the codes (offenses, charges, etc) or compliance mappings that will be enabled and maintained in the system.
  - h. After the application is initially set up, the Subscriber will be able to maintain the configuration of the tenant, including users, roles and abilities.
  - i. All configurations and content mappings are based on Mark43 default configurations. Mark43 is not responsible for the re-purposing of any fields.
  - j. Mark43 Professional Services team will determine which support tickets directly impact the Outcomes listed herein, and will manage and resolve support cases that prevent the Outcomes from being completed. Any support cases not directly impacting project Outcomes will be managed by Mark43 Customer Success and Support teams in accordance with Subscriber's agreement in place with Mark43.
  - k. Remaining open support cases will not keep this Statement of Work open as long as all Outcomes defined herein have been performed.
  - l. Mark43 resources will not be responsible for updating Subscriber project tracking tools and systems.
  - m. Mark43 resources will not be responsible for creating or maintaining any internal documentation for the Subscriber regarding use of the application.
12. **Project Scope Exclusions.** The following activities and responsibilities are excluded from the scope of the implementation:
- a. Implementation of products or delivery of services not included within this SOW or the SLA.
  - b. Evaluation of Subscriber's current state practices, policies, or procedures for the purpose of process improvement or performance improvement.
  - c. Troubleshooting of any issues not related to Mark43 software, Mark43 development, or Mark43 interfaces, unless otherwise outlined.
  - d. Interfacing, or integrating, from or to Mark43 from other systems or third parties other than those specified in this SOW or the SLA.
  - e. Installation of any non-Mark43 software, servers, workstations or any other hardware.
  - f. Export of Mark43 data to other systems or third parties other than those specified in the SLA.
13. **Planned On-Site Visits**
- a. During a standard Mark43 Services Engagement, Mark43 intends to be on-site with the Subscriber for the following sessions (dates to be determined in conjunction with Mark43 Project Manager).
  - b. All other work is intended to be done remotely throughout the engagement unless otherwise determined by the Statement of Work.
    - 1) Application Setup
      - Approximately 2-3 days
    - 2) Application Enablement (UAT)
      - Approximately 2-3 days
    - 3) Training

- Anticipated to take place on-site
- 4) Go-Live On-Site Support (3-Days – 8 hours)
  - Two day support after hours till 9
  - TBD between project teams

#### 14. **Resourcing**

- a. Mark43 will assign project resource(s) with the appropriate skills to deliver the Professional Services, including a project manager (“Mark43 Project Manager”) to serve as a single point of contact for the administration and management of the project.
- b. Mark43 will review any proposed resource changes with the Subscriber to ensure alignment with the transition plan. Mark43 and the Subscriber will collaborate to assess the suitability of any resource changes to ensure they meet project needs and goals. Should the Subscriber have concerns regarding the performance of a resource, they may request a change, and Mark43 will work with the Subscriber to address the issue appropriately.
- c. Remote Deployment Services must be scheduled in a minimum of four (4) hour blocks.
- d. In the event on-site delivery is agreed upon, those tasks identified to be performed on-site shall be at a deployment location mutually agreed to by the parties. On-site Deployment Services, if any, will be scheduled in a minimum of three (3) day blocks, where one (1) day equals eight (8) hours, subject to Subscriber’s local business hours, unless otherwise agreed to by the parties.
- e. For any on-site visits, the Subscriber will be able to provide space and schedule the appropriate resources to attend any meetings.
- f. Mark43 resource(s) shall work within standard business hours and will adhere to Mark43’s local office holiday schedule.
- g. Deployment Services shall not exceed 40 hours per week.
- h. Subscriber must provide a minimum of two (2) weeks advance written notice to reschedule Deployment Services. Such notice may be provided via e-mail to the Mark43 Project Manager.

#### 15. **Miscellaneous**

- a. Upon Mark43’s acceptance of an Order, Mark43 or its representative thereof shall schedule a Project Kick-off Meeting where mutual agreements on staffing and project start date will be determined. Professional Services will not commence until the Subscriber prerequisites and Project Kick-off Meeting have been completed.
- b. Professional Services shall expire one (1) year from the date of the Order (“Expiration Date”), unless otherwise mutually agreed upon by the parties in writing. For clarity, Deployment Services not initiated or initiated but not completed by the Expiration Date shall expire.

#### **Change Order Process**

- A Change Order may be initiated by either party through the Change Order Request Form provided by Mark43.

- Either Project Manager may request a change by email to the other party's Project Manager and the two shall jointly review and approve
- Until a Change Order is formally executed between Subscriber and Mark43 or attached to an additional Order, the Professional Services will continue in accordance with the latest agreed version of the Statement of Work.

**16. Roles and Responsibilities**

Note: Depending on scope, some of the following tables will not apply

<b>Project Governance Activities</b>	
<b>Subscriber Responsibilities</b>	<b>Mark43 Responsibilities</b>
<ul style="list-style-type: none"> <li>● Prerequisites for Subscriber                             <ul style="list-style-type: none"> <li>○ Identify key stakeholders (can be the same person)                                     <ul style="list-style-type: none"> <li>■ Executive Sponsor</li> <li>■ CAD Lead (if applicable)</li> <li>■ Interface Lead (if applicable)</li> <li>■ Technical Lead</li> <li>■ Training Lead</li> <li>■ Launch Support Lead</li> <li>■ Project Manager   <ul style="list-style-type: none"> <li>● Although not mandatory, it is highly recommended that the agency also has their own internal project manager</li> </ul> </li> </ul> </li> <li>○ Set aside time for regularly scheduled project status meeting, typically weekly or bi-weekly</li> <li>○ Set aside time for regularly scheduled application practice</li> <li>○ Alert Mark43 to any dates that are of special interest or major significance</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>● Kickoff Activities                             <ul style="list-style-type: none"> <li>○ Welcome email</li> <li>○ Subscriber Kickoff Meeting                                     <ul style="list-style-type: none"> <li>■ Mark43 Subscriber Journey Overview</li> <li>■ Mark43 Professional Services Overview</li> </ul> </li> <li>○ Statement of Work Review (In Scope / Out of Scope)</li> <li>○ Review of Mark43 Team, Subscriber Team and associated roles and responsibilities</li> <li>○ Review the Status of Pre-Requisites                                     <ul style="list-style-type: none"> <li>■ Weekly check-ins until completed</li> </ul> </li> <li>○ Review the On-Site Visit Schedule</li> <li>○ Establish project status meeting cadence</li> <li>○ Escalation Process</li> <li>○ Review future Training Activities</li> </ul> </li> <li>● Project Documentation / Ongoing Activities                             <ul style="list-style-type: none"> <li>○ Project Charter, Project Plan, and Key Milestones</li> <li>○ Resource Scheduling</li> <li>○ Weekly/bi-weekly project updates</li> <li>○ Issue/Risk Management</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Change Order Process</li> </ul>
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<b>Application Setup Activities</b>
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<b>Subscriber Responsibilities</b>	<b>Mark43 Responsibilities</b>
<ul style="list-style-type: none"> <li>● Attend configuration sessions to setup the application with the relevant decision makers and SMEs</li> <li>● If necessary, explain current operational practices and procedures</li> <li>● Make final configuration selections for field names, attributes, rules and admin settings described above</li> <li>● Complete any required templates to support the application setup</li> <li>● Provide exports of requested legacy data to assist with configuration</li> </ul>	<ul style="list-style-type: none"> <li>● Host configuration sessions to setup the application</li> <li>● Review and explain how fields, attributes, rules and admin settings described above can be configured</li> <li>● Provide best practices to the Subscriber for application setup based on operational practices</li> <li>● Assist Subscriber with initial configuration of fields, attributes, rules and admin settings described above</li> <li>● Provide any required templates to support the application setup</li> <li>● Provide design documents.</li> </ul>

<b>Application Enablement Activities</b>
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<b>Subscriber Responsibilities</b>	<b>Mark43 Responsibilities</b>
<ul style="list-style-type: none"> <li>● Complete the Practice Scenarios examples after the application is set up                             <ul style="list-style-type: none"> <li>○ Identify specific events or a time range to use for Parallel Processing activities</li> </ul> </li> <li>● Attend follow-up Q&amp;A sessions with any questions prepared.</li> </ul>	<ul style="list-style-type: none"> <li>● Provide a Parallel Processing Tracker</li> <li>● Host follow-up configuration sessions scenarios and answer follow-up questions</li> <li>● Provide framework for and demonstrating parallel processing activities</li> </ul>

<b>GIS/Location Activities</b>
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<b>Subscriber Responsibilities</b>	<b>Mark43 Responsibilities</b>
<ul style="list-style-type: none"> <li>● Provide shapefile types and other</li> </ul>	<ul style="list-style-type: none"> <li>● Provide Subscriber with</li> </ul>

<p>location entities to Mark43 in the correct format</p> <ul style="list-style-type: none"> <li>● Based on Mark43 review and feedback, update the necessary GIS/Locations data</li> <li>● Ensure that the points or centerlines used for Location Entity templates are an exact text match with those provided in the shapefiles.</li> <li>● An ESRI Map package containing all visual components (ie. Address Points, Centerline, Subdivisions, POIs, etc..)</li> </ul>	<p>prerequisites for shapefile types and other location entities</p> <ul style="list-style-type: none"> <li>○ Review data for correct format</li> <li>● Upload shapefiles/other location entity data into Mark43 tenant</li> <li>● Review with Subscriber the GIS/Location data in the tenant</li> <li>● Provide an overview and assist with initial set up of the ESRI basemap</li> </ul>
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**Technical Requirement Activities**

<b>Subscriber Responsibilities</b>	<b>Mark43 Responsibilities</b>
<ul style="list-style-type: none"> <li>● Setup 2 x Linux Server OS</li> <li>● Setup CAD Printers</li> <li>● Ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations</li> <li>● Download CAD Dispatch Application and set install permissions</li> <li>● Download FR Application and set install permissions</li> <li>● Provide IDP (Identity Provider) configuration to Mark43 for SSO</li> <li>● Complete DEx Interface Deployment Questionnaire</li> <li>● Provide Mark43 with COM Ports and GPS Modem configuration</li> <li>● Provide Mark43 with public IP(s) that will access AWS S3 data</li> <li>● Provide Mark43 with VPN access for configurations</li> </ul>	<ul style="list-style-type: none"> <li>● Configure Linux Server for Mark43 CAD</li> <li>● Provide link to CAD Dispatch Application and assist Subscriber with mass deployment</li> <li>● Provide link to FR Application and assist Subscriber with mass deployment</li> <li>● Configure Subscriber SSO access to Mark43's tenant</li> <li>● Configure the DEx interface and deploy to interface server</li> <li>● Build and test Desktop Integration Services, provide installer to the Subscriber</li> <li>● Provide access to the Mark43 Status page to the system administrators. <a href="https://status.mark43.com/">https://status.mark43.com/</a></li> <li>● Provide all technical documents necessary to set up the infrastructures such as the network diagram, server set-up SSO documentation.</li> </ul>

**Training Activities**



Subscriber Responsibilities	Mark43 Responsibilities
<ul style="list-style-type: none"> <li>● Provide a training space to train individuals, e.g. computer lab, training room, and the like, for all scheduled training sessions.</li> <li>● The training space will need to be equipped with a projector so Mark43 personnel can use it to share their screen with the attendees. For all remote training sessions, the agency will need to supply speakers so the attendees can hear the session.</li> <li>● Internet connection and computers for trainees to use during training.</li> <li>● Subscriber will need to ensure that <b>Chrome or Edge</b> is installed on all computers as this is the preferred browser.</li> <li>● Each trainee attending the session will need their own computer station.</li> <li>● Agency provides a participant roster to Mark43 no less than 2 weeks before on-site training begins.</li> <li>● Before training occurs, the agency must ensure all users have accounts and correct roles in the Mark43 system</li> <li>● Subscriber will need to ensure all trainees have logged in successfully to the appropriate Mark43 software.</li> <li>● For any additional training outside of what is defined within this SOW, the Subscriber should follow the Change Control Process outlined in the Change Control section to request additional training services.</li> </ul>	<ul style="list-style-type: none"> <li>● Mark43 will provide access to our knowledge portal.</li> <li>● Mark43 will provide access to agency individuals to our Learning Management System (Mark43 Academy).</li> <li>● Mark43 will provide standardized training agendas, training worksheets, and scenarios to the Subscriber. <b>Note:</b> Mark43 will not update these training materials after the determined go-live date. The Subscriber will need to do this on their own.</li> <li>● Mark43 will partner with the Subscriber to solidify dates and times of all training sessions, including weekend and overnight training sessions.</li> </ul>

<b>Launch Activities</b>	
<b>Subscriber Responsibilities</b>	<b>Mark43 Responsibilities</b>
<ul style="list-style-type: none"> <li>Subscriber will communicate the details of launch to their agency in a timely manner</li> <li>Subscriber will establish a process for managing and escalating issues during launch to the project team and communicate those to the wider agency</li> <li>Subscriber will provide adequate support for launch, inclusive of the identified super users</li> <li>Subscriber will send the Launch Confirmation email to the Mark43 Project Manager to confirm they are live on Mark43</li> <li>Subscriber will escalate issues to the Mark43 project team for the first 30 days post launch</li> <li>Subscriber will transition to escalating issues through Subscriber Support from 30 days post launch onward</li> </ul>	<ul style="list-style-type: none"> <li>Mark43 will provide the Cutover Checklist to Subscriber</li> <li>Mark43 will create and share the Support Plan for Launch &amp; Beyond</li> <li>Mark43 will create the Launch Issue Tracker</li> <li>Mark43 will clone the Production tenant</li> <li>Mark43 will provide contracted support for launch</li> <li>Host weekly/bi-weekly Launch Issue Tracker review meeting</li> <li>Mark43 will manage issues logged in the Launch Issue Tracker for up to 30 days post launch</li> <li>Lessons Learned Workshop (14 – 30 days post launch)</li> <li>Mark43 Customer Support will provide a transition call to the Subscriber for logging issues from 30 days post launch onward</li> </ul>

<b>CJIS Systems/DEx Interface Activities</b>	
<b>Subscriber Responsibilities</b>	<b>Mark43 Responsibilities</b>
<ul style="list-style-type: none"> <li>Setup 2 x Linux Server OS</li> <li>Ensure that their hardware and software meet Mark43 requirements for mobile devices, MDTs and workstations</li> <li>Download CAD Dispatch Application and set install permissions</li> <li>Download FR Application and set install permissions</li> <li>Provide IDP (Identity Provider)</li> </ul>	<ul style="list-style-type: none"> <li>Configure Linux Server for Mark43 RMS/CAD</li> <li>Provide link to CAD Dispatch Application and assist Subscriber with mass deployment</li> <li>Provide link to FR Application and assist District with mass deployment</li> <li>Configure Subscriber SSO access to Mark43’s tenant</li> <li>Configure the DEx interface and</li> </ul>

<ul style="list-style-type: none"> <li>configuration to Mark43 for SSO</li> <li>• Complete DEx Interface Deployment Questionnaire</li> <li>• Provide Mark43 with COM Ports and GPS Modem configuration</li> <li>• Provide Mark43 with public IP(s) that will access AWS S3 data</li> <li>• Provide Mark43 with VPN access for configurations</li> </ul>	<ul style="list-style-type: none"> <li>deploy to interface server</li> <li>• Build and test Desktop Integration Services, provide installer to the Subscriber</li> <li>• Configure AWS S3 and provide Subscriber with AWS S3 Credentials</li> </ul>
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### 17. High-Level Timeline

Detailed timeline to be developed during the project planning phase in conjunction with the assigned Mark43 Project Manager.

Below is an estimate of a high-level timeline:

- Project Initiation and Planning: Month 1
- App Configuration: Month 1 – Month 6
- Product Development: Month 1 – Month 3
- Interfaces:
  - Scoping: Month 1
  - Development: Month 2 – Month 5
  - Testing: Month 6 – Month 7
  - Deployment: Month 8
- End to End Testing: Months 7-8
- Application Testing (UAT): Months 7-8
- Training: Month 9
- Launch Prep: Month 10
- Launch to Project Closeout: Months 10-12

Project Timeline (by Month)	1	2	3	4	5	6	7	8	9	10	11	12
Project Initiation												
Application Configuration												
Product Development												
Interface & Testing												
Scoping												
Development												
Testing												
Development												
Application testing (include UAT)												
Training												
Launch Prep												
Launch												
Post Go LIVE/ Project closeout												

### 18. Milestone Acceptance Criteria Milestones

Milestones outlined in this table may progress concurrently through the deployment. Durations are an estimate of days to complete the tasks associated to that milestone. A more detailed deployment schedule will be generated after project kick-off.

#	Milestone	Description	Estimated Duration in Business Days
1	Mark43 Virtual Onboarding	Access to Mark43 Academy “Introduction to Mark43 Implementation” Course and Mark43 Help Center for Subscriber project manager. (Additional users to be added to Mark43 Academy and Mark43 Help Center over course of project). Virtual Project Stand-Up activities as described below	20 days
2	Implementation Tenant Live	User License provisioned for Foundation/Training Implementation Tenant for Subscriber Project Manager (additional users to be added to tenant over course of project)	20 days (runs parallel with Milestone 1)
3	Onsite Project Meeting Complete	All key stakeholders have been introduced, project goals and objectives have been outlined, and the project plan has been established and agreed upon.	20 days (runs parallel with Milestone 1)
4	Application Set-up Complete	The Mark43 CAD solution is setup, configured, functional and ready for UAT to begin.	120 days (runs concurrently to Milestone 1,2,3)
5	User Acceptance Testing Complete	The user acceptance testing phase has been successfully concluded. The system has been thoroughly tested by end-users to ensure it meets all specified requirements and functions as intended for production operations.	20 days
6	Training Complete	The Training described in this SOW has been delivered	20 days
7	Pre-Go Live Interfaces Development & Testing Complete	Delivery and acceptance of interfaces required for Go-Live: NetRMS, Rapid SOS, E911 (ANI/ALI)	160 days (runs concurrently to Milestones 4)
8	Go Live Complete	The transition to the new system has been successfully executed. All operations have been switched over to the new system, and it is now fully operational for 24 hours.	20 days

9	Final Acceptance	The system has been fully operational with no major setbacks or issues for 14 consecutive days. All project deliverables from this SOW received.	21 days (30 consecutive days)
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### Mark43 Virtual Onboarding

<b>Criteria</b>	Access to the Mark43 Academy and Help Center provided to the Subscriber Project Manager, as well as log-in instructions <ul style="list-style-type: none"> <li>• Welcome email and packet provided with schedule and next steps</li> <li>• Mark43 schedules Subscriber requirements as documented in this SOW into product and delivery roadmap</li> <li>• Project Governance Plan and High Level Project Schedule created and shared with Subscriber</li> <li>• Mark43 Project Team onboarding to Subscriber project team complete</li> <li>• Mark43 Project Team and Subscriber Project Team introductions and communications plan established</li> <li>• Mark43 provides list of data requirements for Project Kickoff Meeting</li> </ul>
<b>Verification Method</b>	Subscriber will confirm access to Onboarding materials. Mark43 to provide course completion record upon request.
<b>Participants</b>	Mark43 Project Manager and Subscriber Project Manager
<b>Duration</b>	20 business days

### Implementation Tenant Live

<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Foundation Subscriber Implementation Tenant created</li> <li>• Foundation Subscriber Implementation Tenant base configurations completed</li> <li>• Foundation Tenant URL for Subscriber generated (carries over through project)</li> <li>• The Subscriber Project Manager and Subscriber Project Lead have access to the Foundation/Training Subscriber tenant.</li> <li>• Welcome email and instructions to Foundation Tenant</li> </ul>
<b>Verification Method</b>	Subscriber confirms access to the Foundation/Training tenant and ability to navigate to Call Taker/Dispatcher and First Responder modules
<b>Participants</b>	Mark43 Project Manager and Subscriber Project Manager
<b>Duration</b>	20 business days (runs concurrent)

### Project Kickoff Meeting Complete

<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Onsite Project Meeting</li> <li>• Customer Journey overview</li> <li>• Kick-off meeting</li> </ul>
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	<ul style="list-style-type: none"> <li>• SOW review</li> <li>• Project Team overview</li> <li>• Review Prerequisites</li> <li>• Review on-Site visits</li> <li>• Establish meeting cadence</li> <li>• Discuss and agree upon on Project Escalation Process</li> <li>• Detailed Firewall exception list for the Mark43 platform and applications to run smoothly within an inbound and outbound restricted environment.</li> </ul>
<b>Verification Method</b>	Mark43 and Subscriber will confirm the criteria was successfully completed and both parties are comfortable moving forward with Application Set-Up.
<b>Participants</b>	Mark43 Project Manager and Subscriber Project Manager
<b>Duration</b>	20 business days (runs concurrent)

### Application Set-Up Complete

<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Foundation/Training Tenant successfully configured based on workflow discovery sessions</li> <li>• Subscriber CAD datasets uploaded into the platform, including but not limited to Dispatch Groups, Unit IDs, Type Codes, Priorities, Disposition Codes, etc.</li> <li>• GIS and Mapping functional and ready for Dispatch and field operations</li> <li>• SSO for seamless users logon</li> <li>• Linux Server configured with Mark43 and all necessary configurations.</li> <li>• Mark43 Dispatch CAD application ready for testing per product specifications</li> <li>• Mark43 First Responder application ready for testing per product specifications</li> <li>• Mark43 iOS OnScene application ready for testing per product specifications</li> <li>• A datalake that securely stores near real-time CAD data, providing read-only access for Subscriber and allowing for District to copy data from the datalake.</li> <li>• Authorized Subscriber staff can successfully access Mark43 Admin platform to make setting or configuration changes</li> </ul>
<b>Verification Method</b>	Subscriber SMEs can successfully logon to the platform, perform basic operations and confirm interfaces are ready for testing. This includes the Mark43 Dispatch, First Responder, OnScene and Admin application.
<b>Participants</b>	Mark43 Project Manager and Subscriber Staff
<b>Duration</b>	120 business days run concurrent to Milestone 1,2,3)

### User Acceptance Testing Complete

<b>Criteria</b>	<ul style="list-style-type: none"> <li>Subscriber Dispatch SMEs will thoroughly review and test the solution against common every day Dispatch operational needs. For example going through the Event creation process, dispatching Units, mapping, etc.</li> <li>Interface Testing: NetRMS, RapidSOS, e911 (ANI/ALI), AVLvia Laptop GPS, CommSys to MQ. First Responders SMEs will thoroughly review and test the solution against every day field operational needs. For example receiving an Event, changing Unit status, mapping, etc.</li> <li>Subscriber Admin SMEs will thoroughly review and test the Mark43 Admin platform, making sure settings and configuration options are available and function as expected.</li> <li>Formal sign-off by Subscriber, confirming the system meets the required specifications and is ready for production.</li> <li>Test the pre-launch development items.</li> </ul>
<b>Verification Method</b>	Subscriber working alongside Mark43 will thoroughly review and test the entire platform to confirm it meets the functional and operational requirements specified in this SOW and is ready for production use.
<b>Participants</b>	Mark43 Project Manager and Subscriber Project Staff
<b>Duration</b>	20 business days

### Training Complete

<b>Criteria</b>	<ul style="list-style-type: none"> <li>All training sessions as described in the SOW have been delivered by Mark43.</li> </ul>
<b>Verification Method</b>	Subscriber will confirm the training sessions were successfully delivered
<b>Participants</b>	Mark43 Project Manager and Subscriber Staff
<b>Duration</b>	20 business days

### Pre-Go Live Interfaces Development and Testing Complete

<b>Criteria</b>	<ul style="list-style-type: none"> <li>Delivery and acceptance of interfaces required for Go-Live: NetRMS, RapidSOS, e911 (ANI/ALI), AVLvia Laptop GPS, CommSys to MQ</li> <li>SSO for seamless user logon</li> <li>Linux Server configured with Mark43 and all necessary configurations.</li> </ul>
<b>Verification Method</b>	Subscriber will test and verify the interfaces are performing as expected: CommSys to MQ, NetRMS, RapidSOS, e911 (ANI/ALI), AVL via Laptop GPS.
<b>Participants</b>	Mark43 Project Manager and Subscriber Project Staff
<b>Duration</b>	160 business days, assuming no major issues

### Go Live Complete

<b>Criteria</b>	<ul style="list-style-type: none"> <li>A detailed cutover plan has been executed</li> </ul>
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	<ul style="list-style-type: none"> <li>• Interfaces operational; NetRMS, RapidSOS, E911 (ANI/ALI), AVL via Laptop GPS, CommSys to MQ.</li> <li>• Subscriber cutover to the Mark43 CAD solution</li> <li>• Mark43 designated staff onsite with additional remote support available</li> <li>• Subscriber designated SMEs onsite</li> <li>• Issues identified during Go Live are promptly logged, triaged, and tracked for resolution.</li> <li>• The system has been fully operational for at least 24 hours with no major issues impacting operations</li> </ul>
<b>Verification Method</b>	Subscriber and Mark43 working together ensuring a successful cutover. Upon successful completion of the criteria outlined in this scope of work and the agreement that no major issues remain open based on the agreed upon SLSA, Mark43 and Subscriber will formally acknowledge the completion of the cutover process.
<b>Participants</b>	Mark43 Project Manager and Subscriber Staff
<b>Duration</b>	30 consecutive days

### Final Acceptance

<b>Criteria</b>	<ul style="list-style-type: none"> <li>• Subscriber successfully operational on the Mark43 platform (with functionality and scope defined within this SOW) for 14 consecutive days</li> <li>• No major issues or bugs severely impacting operations             <ul style="list-style-type: none"> <li>◦ This includes issues or bugs that drastically increase response times</li> <li>◦ Unreasonable workarounds on Dispatch or field staff that prevent from them from effectively performing their duties.</li> <li>◦ The Mark43 solution is down/offline for any period of time. The only exception is the cause being outside Mark43's control, for example a Subscriber network outage or on-prem computer issue.</li> </ul> </li> </ul>
<b>Verification Method</b>	Subscriber stakeholders from Dispatch and Field operations will carefully monitor the solution. Major issues will be tracked and reported to Mark43 immediately. If a major problem is encountered as specified in the criteria, the 14 consecutive days starts over.
<b>Participants</b>	Subscriber stakeholders and SMEs
<b>Duration</b>	30 consecutive days assuming no major issues



**ATTACHMENT C  
COMPENSATION & INVOICING  
San Diego Unified Port District**

**1. COMPENSATION.**

- a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as follows during the Initial Term:

Year	Details of Payments and Due Dates	Estimated Timeline	Amount Due
1	Year 1 Payment, due according to the following schedule:	<b>1 year</b>	<b>\$361,607.00</b>
	- Effective Date (0%)		\$0
	- Virtual Kickoff & Onboarding (10%)	Month 1	\$36,160.70
	- Implementation Tenant Live (15%)	Month 1	\$54,241.05
	- Project Kickoff Meeting Complete (15%)	Month 1	\$54,241.05
	- Application Setup Complete (10%)	Month 6	\$36,160.70
	- UAT Complete (10%)	Month 8	\$36,160.70
	- Training Complete (5%)	Month 9	\$18,080.35
	- Pre-Go Live Interfaces Development & Testing Complete (10%)	Month 8	\$36,160.70
	- Go Live Complete (10%)	Month 10	\$36,160.70
	- Final Acceptance (30 Days post Go Live) (15%)	Month 11	\$54,241.05
2	Year 2 Payment, due on the first anniversary of the Effective Date.	<b>1 year</b>	<b>\$179,362.00</b>
3	Year 3 Payment, due on the second anniversary of the Effective Date.	<b>1 year</b>	<b>\$179,362.00</b>
4	Year 4 Payment, due on the third anniversary of the Effective Date.	<b>1 year</b>	<b>\$179,362.00</b>
5	Year 5 Payment, due on the fourth anniversary of the Effective Date.	<b>1 year</b>	<b>\$179,362.00</b>
	<b>FIVE (5) YEAR TOTAL</b>	<b>5 years</b>	<b>\$1,079,055.00</b>

**2. INVOICING.**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement.

- b. Service Provider shall include the following information on each invoice submitted for payment by District:
  - 1) Agreement No. **114-2024SN**
  - 2) Dates of service provided
  - 3) Date of invoice
  - 4) A unique invoice number
  - 5) Description of the completed milestone (or annual renewal, as applicable)
  - 6) Invoice amounts due
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be emailed to [IT\\_invoices@portofsandiego.org](mailto:IT_invoices@portofsandiego.org)
- e. Should District contest any portion of an invoice, that portion may be held for resolution, but the uncontested balance shall be processed for payment.
- f. Service Provider shall submit all invoices within thirty (30) days of the triggering event. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.

## EXHIBIT A CERTIFICATE OF INSURANCE San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

**Return this form to:** San Diego Unified Port District  
c/o Ebix BPO  
P.O. Box 100085 – 185  
Duluth, GA 30096 – OR –  
Email: [portofsandiego@ebix.com](mailto:portofsandiego@ebix.com)  
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)	SDUPD Agreement Number: _____  This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.
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CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	<b>Commercial General Liability</b> <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Commencement Date:  Expiration Date:	Each Occurrence: \$ _____  General Aggregate: \$ _____
	<b>Commercial Automobile Liability</b> <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Commencement Date:  Expiration Date:	Each Occurrence: \$
	<b>Workers Compensation – Statutory</b>  Employer's Liability		Commencement Date:  Expiration Date:	E.L. Each Accident \$  E.L. Disease Each Employee \$  E.L. Disease Policy Limit \$
	<b>Professional Liability</b> <input type="checkbox"/> Claims Made Retro-Active Date _____		Commencement Date:  Expiration Date:	Each Claim  \$
	<b>Excess/Umbrella Liability</b>		Commencement Date:  Expiration Date:	Each Occurrence: \$ _____  General Aggregate: \$ _____

CO LTR	COMPANIES AFFORDING COVERAGE	A. M. BEST RATING
A		
B		
C		
D		

**A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A-VII or better unless approved in writing by the District.**

Name and Address of Authorized Agent(s) or Broker(s)	E-mail Address:
	Phone: _____ Fax Number: _____
	Signature of Authorized Agent(s) or Broker(s)
	Date: _____

**SAN DIEGO UNIFIED PORT DISTRICT**  
**REQUIRED INSURANCE ENDORSEMENT**

<b><u>ENDORSEMENT NO.</u></b>	<b><u>EFFECTIVE DATE</u></b>	<b><u>POLICY NO.</u></b>
<b>NAMED INSURED:</b>		
<b>GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES):</b> All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

**Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:**

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

\_\_\_\_\_  
(NAME OF INSURANCE COMPANY)

\_\_\_\_\_  
(SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

<p><b>MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:</b></p> <p>San Diego Unified Port District c/o Ebix BPO P.O. Box 100085 – 185 Duluth, GA 30096 – OR – Email to: <a href="mailto:portofsandiego@ebix.com">portofsandiego@ebix.com</a></p>
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**EXHIBIT B**



# Employment and Ownership Report

**Submitted to:**

**Diversity, Equity, and Inclusion  
Port of San Diego**

**Submitted by:**

Name of Business	
Contact Person	
Address	
City, State, Zip Code	
Phone Number	
E-Mail Address	
Date	
Signature	

The submittal of this information and subsequent DEI updates and/or reports required by Agreement language is for recordkeeping and tracking purposes only and will not be used as a basis for decisions, unless Service Provider fails to provide such information.

**A. Employment Report**

	Number of Employees – Report Employees in only one category						
Job Categories	Race/Ethnicity						
	Women						
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races
	A	B	C	D	E	F	G
Executives							
Mid-Level Executives							
Professionals							
Technicians							
Sales Workers							
Admin Support							
Craft Workers							
Operatives							
Laborers							
Service Workers							
Total							

Number of Employees – Report Employees in only one category	
Job Categories	Race/Ethnicity
	Men
	White      Black or African American      Hispanic      Native Hawaiian or Other Pacific Islander      Asian      American Indian or Alaska Native      Two or More Races
	H      I      J      K      L      M      N
Executives	
Mid-Level Executives	
Professionals	
Technicians	
Sales Workers	
Admin Support	
Craft Workers	
Operatives	
Laborers	
Service Workers	
Total	

Job Categories	Number of Employees – Report Employees in only one category							Total Col A-U
	Race/Ethnicity							
	Nonbinary							
	White	Black or African American	Hispanic	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	
	O	P	Q	R	S	T	U	V
Executives								
Mid-Level Executives								
Professionals								
Technicians								
Sales Workers								
Admin Support								
Craft Workers								
Operatives								
Laborers								
Service Workers								
Total								



## B. Explanation for Completing Employment Data

Employment data must include ALL current full-time and part-time employees. Employees must be counted by sex and race/ethnic category for each of the occupational categories. You may acquire the race/ethnic information necessary for this report either by voluntary self-identification surveys of the workforce, or from post-employment records, or visual surveys of the workforce. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not allowed.

For the purpose of this report, an employee may be included in the group to which they appear to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- White – A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- Black or African American – A person having origins in any of the Black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- Asian – A person having origins in any of the original peoples of the Far East, Southeast Asian, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- American Indian or Alaska Native – A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- Two or More Races – All persons who identify with more than one of the above five races.

To assist you in determining where to place your jobs within the occupational categories, a description of job categories is as follows:

- ***Executives (Officials and Managers):*** Individuals, who plan, direct and formulate policies, set strategy and provide the overall direction of enterprises/organizations for the development and delivery of products or services, within the parameters approved by boards of directors or other governing bodies. Residing in the highest levels of organizations, these executives plan, direct or coordinate activities with the support of subordinate executives and staff managers. They include, in larger organizations, those individuals within two reporting levels of the CEO, whose responsibilities require frequent interaction with the CEO. Examples of these kinds of managers are chief executive officers, chief operating officers, chief financial officers, line of business heads, presidents or executive vice presidents of functional areas or operating groups, chief information officers, chief human resources officers, chief marketing officers, chief legal officers, management directors and managing partners.

- **Mid-Level Executives:** Individuals who serve as managers, other than those who serve as Executive/Senior Level Officials and Managers, including those who oversee and direct the delivery of products, services, or functions at group, regional or divisional levels of organizations. These managers receive directions from the Executive/Senior Level management and typically lead major business units. They implement policies, programs, and directives of executive/senior management through subordinate managers and within the parameters set by Executive/Senior Level management. Examples of these kinds of managers are vice presidents and directors, group, regional or divisional controllers; treasurers; human resources, information systems, marketing, and operations managers. The First/Mid-Level Officials and Managers subcategory also includes those who report directly to middle managers. These individuals serve at functional, line of business segment or branch levels and are responsible for directing and executing the day-to-day operational objectives of enterprises/organizations, conveying the directions of higher-level officials and managers to subordinate personnel and, in some instances, directly supervising the activities of exempt and non-exempt personnel. Examples of these kinds of managers are: first-line managers; team managers; unit managers; operations and production managers; branch managers; administrative services managers; purchasing and transportation managers; storage and distribution managers; call center or customer service managers; technical support managers; and brand or product managers.
- **Professionals:** Most jobs in this category require bachelor and graduate degrees, and/or professional certification. In some instances, comparable experience may establish a person's qualifications. Examples of these kinds of positions include accountants and auditors; airplane pilots and flight engineers; architects; artists; chemists; computer programmers; designers; dietitians; editors; engineers; lawyers; librarians; mathematical scientists; natural scientists; registered nurses; physical scientists; physicians and surgeons; social scientists; teachers; and surveyors.
- **Technicians:** Jobs in this category include activities that require applied scientific skills, usually obtained by post-secondary education of varying lengths, depending on the particular occupation, recognizing that in some instances additional training, certification, or comparable experience is required. Examples of these types of positions include drafters; emergency medical technicians; chemical technicians; and broadcast and sound engineering technicians.
- **Sales Workers:** These jobs include non-managerial activities that wholly and primarily involve direct sales. Examples of these types of positions include advertising sales agents; insurance sales agents; real estate brokers and sales agents; wholesale sales representatives; securities, commodities, and financial services sales agents; telemarketers; demonstrators; retail salespersons; counter and rental clerks; and cashiers.
- **Administrative Support Workers:** These jobs involve non-managerial tasks providing administrative and support assistance, primarily in office settings. Examples of these types of positions include office and administrative support workers; bookkeeping; accounting and auditing clerks; cargo and freight agents; dispatchers; couriers; data entry keyers; computer operators; shipping, receiving and traffic clerks; word processing and typists; proofreaders; desktop publishers; and general office clerks.
- **Craft Workers:** Most jobs in this category include higher skilled occupations in construction (building trade craft workers and their formal apprentices) and natural resource extraction workers. Examples of these types of positions include boilermakers; brick and stone masons; carpenters; electricians; painters (both construction and maintenance); glaziers; pipe layers;

plumbers, pipe fitters and steamfitters; plasterers; roofers; elevator installers; earth drillers; derrick operators; oil and gas rotary drill operators; and blasters and explosive workers. This category also includes occupations related to the installation, maintenance and part replacement of equipment, machines, and tools, such as: automotive mechanics; aircraft mechanics; and electric and electronic equipment repairers. This category also includes some production occupations that are distinguished by the high degree of skill and precision to perform them, based on clearly defined task specifications, such as millwrights, etchers, and engravers; tool and die makers; and pattern makers.

- **Operatives:** Most jobs in this category include intermediate skilled occupations and include workers who operate machines or factory-related processing equipment. Most of these occupations do not usually require more than several months of training. Examples include textile machine workers; laundry and dry-cleaning workers; photographic process workers; weaving machine operators; electrical and electronic equipment assemblers; semiconductor processors; testers, graders, and sorters; bakers; and butchers and other meat, poultry, and fish processing workers. This category also includes occupations of generally intermediate skill levels that are concerned with operating and controlling equipment to facilitate the movement of people or materials, such as: bridge and lock tenders; truck, bus, or taxi drivers; industrial truck and tractor (forklift) operators; parking lot attendants; sailors; conveyor operators; and hand packers and packagers.
- **Laborers:** Jobs in this category include workers with more limited skills who require only brief training to perform tasks that require little or no independent judgment. Examples include production and construction worker helpers; vehicle and equipment cleaners; laborers; freight, stock, and material movers; service station attendants; construction laborers; refuse and recyclable materials collectors; septic tank services; and sewer pipe cleaners.
- **Service Workers:** Jobs in this category include food service, cleaning service, personal service, and protective service activities. Skill may be acquired through formal training, job-related training, or direct experience. Examples of food service positions include cooks; bartenders; and other food service workers. Examples of personal service positions include medical assistants and other healthcare support positions; hairdressers; ushers; and transportation attendants. Examples of cleaning service positions include cleaners; janitors; and porters. Examples of protective service positions include transit and railroad police and fire fighters; guards; private detectives and investigators.

**C. Statement of Ownership**

Is your firm currently certified as any of the following (check all that apply) and if so, please identify the certifying agency:

- Small Business Enterprise (SBE) certified by:       Veteran owned business (VBE) certified by:
- Woman owned business (WBE) certified by:       LGBTQIA+ owned business certified by:
- Minority owned business (MBE) certified by:       HUBZone
- Disabled Veteran owned business (DVBE), certified by:       Other:

Please check here  if you believe you are eligible for any of the above certifications, and for WBE or MBE please voluntarily self-identify as follows and DEI staff will contact you with certification information:

Gender:	Ethnicity:	
<input type="checkbox"/> Woman	<input type="checkbox"/> Hispanic or Latino	<input type="checkbox"/> Native Hawaiian/Pacific Islander
<input type="checkbox"/> Male	<input type="checkbox"/> White	<input type="checkbox"/> American Indian/Alaska Native
<input type="checkbox"/> Nonbinary	<input type="checkbox"/> Black or African American	<input type="checkbox"/> Two or More Races

Type of Legal Business Structure: (check all that apply)

<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Corporation
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Limited Liability Company
<input type="checkbox"/> Partnership	<input type="checkbox"/> Privately Held
<input type="checkbox"/> Publicly Traded	<input type="checkbox"/> Other, please describe:

Identify the majority owner(s) of the firm:

Name/Title:	Address:	Email:	Phone:	% Owned:	Years Owned:

**EXHIBIT C  
HPD CAD REQUIREMENTS**

Category	Requirement	Feature Currently Availability in Mark43 Production	Additional Information	Actions by Mark43
<b>1. Fundamental Technical Objectives</b>	<b>1.1</b> Hosted on cloud infrastructure designated for government within the Continental Unites States.	Yes		
	<b>1.2</b> 99.95% uptime for the CAD solution including critical underlying services	Yes		
	<b>1.3</b> HPD is on Android, iOS and Window laptops	Yes		
	<b>1.4</b> Single Sign-On (SSO) using Azure Active Directory (AD) as the identity provide (IDP). Security Assertion Markup Language (SAML) 2.0 or OpenID Connect (OIDC)	Yes		
	<b>1.0</b> OAuth 2.0.	Yes		
	<b>1.5</b> Self-service on demand user and security audits	Yes		
	<b>1.6</b> Cloud threat detection service with easy to read security logs and reports	Yes		
	<b>1.7</b> Security Information and Event Management (SIEM) integration	Yes	This is managed and monitored by Mark43	
	<b>1.8</b> Real time monitoring through Streaming Analytics	Yes		
	<b>1.9</b> Role based access control (RBAC) for users	Yes		
	<b>1.10</b> Interface with on-prem Message Queuing (MQ) environment for California Law Enforcement Telecommunication System (CLETS) and National Crime Information Center (NCIC)	Yes		
	<b>1.11</b> Self-service access to export of data in bulk	Yes		
	<b>1.12</b> Externally replicate CAD data in near real-time to Port owned data lake	Yes		
	<b>1.13</b> All entries into CAD must be timestamped (time and date) with an average accuracy of 0.1 seconds relative to Coordinated Universal Time (UTC)	Yes		
	<b>1.14</b> Security breach notification should occur as soon as detected followed up with a detailed after-action report that includes root cause analysis, mitigation and remediation information within seventy-two (72) hours of incident	Yes		
	<b>2.1</b> Multi cloud hosting options (Gov-cloud hosting);	Yes	AWS GovCloud is Mark43's cloud host.	
	<b>2.2</b> Dedicated virtual private cloud connection & WAN infrastructure	Yes		
	<b>2.3</b> Dynamic horizontal scalability in response to or anticipation of changes in usage	Yes		
	<b>2.4</b> Dynamic vertical scalability in response to or anticipation of resource intensive temporary processes	Yes		
<b>2.5</b> The Port District currently supports a Microsoft Database environment. The Port District desires the CAD and mobile solution using SQL Server 2022 or higher	Yes			
<b>2.6</b> CAD and mobile system will comply with all CJIS network standards	Yes			
<b>3.1</b> Adhere to Criminal Justice Information Services (CJIS) security standards All federal laws, including State of California laws and regulations; and nationally accepted business practices.	Yes			
<b>3.2</b> Data encryption for data in flight and for data at rest (under CJIS)	Yes			
<b>3.3</b> Fast Identity Online (FIDO) Universal Second Factor (U2F) certified	Yes			
<b>2 Technical Infrastructure</b>				

<b>3 Technical Security</b>	3.4 User and Entity Based Behavioral Analytics (UEBA)	Yes
	3.5 Distributed Denial of Service (DDoS) protection	Yes
	3.6 Data sanitization and anti-malware prevention	Yes
	3.7 Disaster Recovery and data protection	Yes
	3.8 System health dashboard with real time status on cloud infrastructure and application health down to the service level	Yes
	3.9 Mitigations for current OWASP Top ten (10) Web Application Security Risks	Yes
	3.10 3rd party penetration test performed regularly	Yes
	4.1 The system is deployed and managed using Continuous Integration/Continuous Delivery pipelines (CI/CD)	Yes
	4.2 Separate Test/Training and Production cloud tenants/environments	Yes
	4.3 Self-service configuration management	Yes
<b>4 Cloud-native CAD Application</b>	4.4 Change & Release Management	Yes
	4.5 Advanced release notice with release notes including new features and/or changes	Yes
	4.6 Product feature update and defect fix history	Yes
	4.7 Gated feature/change deployments with traffic control	Yes
	5.1 9-1-1 Automatic Number Identification and Automatic Location Identification (ANI/AUI). Including apartment numbers and other customizable fields	Yes
	5.2 Real-time locating systems (RTLS) for mobile devices, Mobile Data Computers (MDC), and handheld radios GPS integrations	Yes
	5.4 RapidSOS Clearinghouse API including the wireless 9-1-1 caller's accurate location with frequent location updates. Integration should also include any additional data available via the RapidSOS API.	Yes
<b>5 Interfaces</b>	5.9 Open API that is well documented allowing Port Developers the ability to create custom interfaces	Yes
	5.11 The ability to export to external Records Management System (RMS)	Yes
	6.1 Integrates with or includes web-based business analytics and visualization tools that deliver dynamic reports and near real-time dashboards of CAD data	Yes
	6.2 Integrate with HPD owned Microsoft Power BI and SQL Server Reporting environments	Yes
	6.3 Generating reports for the purpose of printing and/or exporting to PDF.	Yes
	6.4 Event and Unit History that includes location history, logon and logoff date and times, etc...	Yes
	6.5 Historical GPS location information, the ability to playback or show unit locations	Yes
	6.6 Ability to access and search previous history on open event.	Yes
	7.1 Personalized Sticky graphical user interface (GUI)	Yes
	7.2 Multiscreen configuration, allowing users to easily multitask	Yes
<b>6 Business Intelligence Dashboards and Reporting</b>	7.3 Responsive/flex/fluid application that adapts to any screen size	Yes
	7.4 Runs on a modern browser Chromium version 110 or higher for both Microsoft Edge and Google Chrome or thin Client	Yes
	7.5 Native application and chromium based browser interface	Yes
	7.5 Progressive Web App (PWA) support providing a native application experience	Yes
	7.5 Progressive Web App (PWA) support providing a native application experience	Yes
<b>7 User Interface</b>		

	7.8 Basic printing capabilities. For example, printing an Event.	Yes	
	7.9 Keyboard shortcut keys & customizability	Yes	
	8.1 ESRI base maps	Yes	
	8.2 Supports ESRI Representational State Transfer (REST) integrations	No	To add pre-launch. Refer to the SOW for product development details.
	8.3 Composite geolocator capable of integrating multiple geocoding services including agency created and publicly available. Geolocator should accept addresses, intersections, and latitude/longitude coordinates in either standard including: decimal degrees (DD), (example: 41.40338, 2.17403) degrees, minutes, and seconds (DMS) (example: 41°24'12.2"N 2°10'26.5"E) degrees, decimal, minutes (DMM) (example: 41.24.2028, 2.10.4418) and notation INCLUDING CONVERSIONS.	No	To add pre-launch. Refer to the SOW for product development details.
	8.4 Command area verification (Beats) and Dispatch Areas	Yes	
	8.7 Reverse lookup both directions (i.e. enter Common Place Name returns address. Enter address returns Common Place Name).	Yes	
	8.8 Address validation needs to validate against Port layer	Yes	Mark43 validates locations first against the agency-provided data set and next to Esri World Wide, and then allows for unvalidated location entry
	8.9 Ability to enter, cancel or extend hazards and road closures on as needed basis	Yes	SD Harbor Police intends to use specific CFS Types to create hazards on the map and communicate road closures.
	9.1 User guides	Yes	
	9.2 Curriculum and training materials (files, videos etc.)	Yes	
	9.3 Onsite and virtual training options	Yes	
	10.1 Dedicated Support staff including Help Desk with hotline to speak with someone immediately for critical issues	Yes	
	10.2 Online Portal to manage service requests and other support related content	Yes	
	10.3 Service request severity levels and the escalation process	Yes	
	11.1.1 Mobile user should be able to seamlessly and easily change/update Unit ID, Vehicle ID, Equipment or any other associated attribute at any point during their shift	Yes	
	11.2 Ability to select or switch between Dispatch Areas	Yes	
	11.3 User customizable and customization capabilities (UI customizations)	Yes	
	11.4 Patrol Officers operate in a patrol vehicle utilizing a tablet sized 14inch screen. All information necessary for Patrol or an event should be displayed in a streamlined fashion and easily visible preferably on one main view page.	Yes	
	11.5 Utilize "hot keys" to complete common tasks, such as event dispositions, messaging, inquiries etc. These tasks would be commonly used during a patrol shift or event.	Yes	
	11.7 Streamlined event lifecycle experience for officers with real time updates	Yes	
<b>8 Geographic Information System (GIS)</b>			
<b>9 Training and Documentation</b>			
<b>10 Support</b>			

	11.8 Generate an Event	Yes	
	11.9 Running clock showing elapsed time on current Event	Yes	
	11.10 Unit status management	Yes	
	11.11 Search functionality for Units, Events and other useful CAD related information	Yes	
<b>11 Mobile CAD Application</b>	11.12 Realtime situational awareness features with information about units, events, location, history, and other relevant and contextual information	Yes	
	11.13 Alerting and push notification for emergencies, messaging and event updates	Yes	
	11.14 Messaging	Yes	
	11.15 Ability for supervisors to audit messages	Yes	
	11.16 Issuing Case Numbers	Yes	
	11.17 Emergency activation/alert (including automatic notification to CAD and other MDC unit and configurable by agency)	No	To add pre-launch. Refer to the SOW for product development details.
	11.18 Be on the lookout (BOLO)	No	To add pre-launch. Refer to the SOW for product development details.
	11.19 NCIC/CLETS Queries	Yes	
	11.20 Driver's License/identification card barcode scanning	Yes	
	11.21 Map and Real-time Mobile Location, including routing, turn-by-turn, with real time traffic, road closure, weather and other relevant information via native or 3rd party application	Yes	Mark43 First Responder includes a route feature to send the unit location and the CAD event location to a web browser. Turn-by-turn navigation is available through Mark43 OnScene mobile application via the device's native map service.
	11.22 Designated locations or addresses that require extra patrol	Yes	
	12.1.1 Role Based User maintenance (create, modify, and disable) Access	Yes	
<b>12.1 Dispatch Management and Configuration</b>	12.1.2 Ability to manage any CAD dataset like Dispatch groups, Unit IDs, Unit Statuses, Vehicle IDs, Disposition Codes, Premise info, etc...	Yes	
	12.1.3 Audit trail of any changes made in the database (who, what, when and where)	Yes	
	12.1.4 All event times will be in military time	Yes	
	12.2.1 Command Line functionality (must be able to access command line with one key stroke of function key from any screen).	Yes	
	12.2.2 System will support command, function key, and mouse capabilities for standard dispatch functions.	Yes	
	12.2.3 Accommodating different dispatching roles	Yes	
	12.2.4 Selectable position name for CPE ANI/ALI spill and messaging by position name	Yes	
	12.2.5 Ability to monitor same events and dispatch areas of other dispatch staff to monitor active work of others.	Yes	
	12.2.6 Tow Truck Rotation – geographic based tow company recommendations for multiple geographic areas	Yes	
<b>12.2 General</b>	12.2.7 Advanced search functionality for Event and Units with the ability to filter	Yes	



	12.2.8 Ability for end user to personalize their CAD experience including layout and size of various application windows	Yes		
	12.2.9 The system must allow Soundex search capabilities	Yes		
	12.2.10 The system must allow multiple calls for service to open at the same time for one dispatcher. Multiple dispatchers must be able to open the same call at the same time. Multiple dispatcher should be able to access, update and view the same call(s) at the same time.	Yes		
	12.2.11 Ability to create and update hard-to-address locations, such as - airport gates, ticket counters and baggage claim / marine piers, buoys, and water ways / hotels and Convention Center / parks and open space	Yes		
	12.3.1 Ability to create an event with unique event number customizable by agency with a minimum of type code and location whether verified or unverified (Example: MMDDYYYY-000)	Yes		
	12.3.1.1 Fields available to fill when creating event (e.g. location, caller name, phone number, comments/narrative, etc.)	Yes		
	12.3.1.2 Location verification using street address, intersection, common place name, or latitude/longitude must include closest cross streets	Yes		
	12.3.1.3 The ability to override geo based addresses and the system documents overridden addresses in the audit log.	Yes		
	12.3.1.4 Multiple locations attached to one event (e.g. caller location vs crime location or event location and command post location)	Yes		
	12.3.1.5 Ability to create common place names associated with street addresses (ex- Wyndham) and alias locations for non verifiable locations (ex: airport). Relate common place names to street addresses and street addresses to place names.	Yes		
	12.3.1.6 Reporting Party name and phone number	Yes		
	12.3.1.7 Event Type and description	Yes		
	12.3.1.8 Priority	Yes		
	12.3.1.9 Comments/narrative	Yes		
	12.3.2.1 Ability to modify an event	Yes		
	12.3.2.2 Tracking changes to an event including original data, new data, user making the change, and time the change was made	Yes		
	12.3.2.3 All changes or updates must be timestamped (date & time)	Yes		
	12.3.2.4 Combining or relating events whether active, closed, or combination.	Yes		
	12.3.2.5 Ability to reopen a closed event and allow additional activity/dispatching of units to the original incident number.	Yes		
	12.3.3 Handling multiple events and quickly switching between them	Yes		
	12.3.4 Linking queried data (e.g. CLETS, NCIC, etc.) to event and other information	Yes		
	12.3.5 Viewing location history and premise information (e.g. gate codes, officer safety, prior calls for service etc.)	Yes		
	12.3.6 De-confliction between new event creation and existing nearby events	Yes		
	12.3.7 Multiple Dispatchers viewing and updating the same event	Yes		
	12.3.9 Ability to create and update hard-to-address locations, such as - airport gates, ticket counters and baggage claim / marine piers, buoys, and water ways / hotels and Convention Center / parks and open space	Yes		
	12.3.10 Notification of updates to existing events	Yes		
	12.3.11 Viewing and managing unassigned events	Yes		
	<b>12.3 Event Management</b>			

	12.3.11.1 Interacting with an unassigned event (e.g. view the event, dispatch the event, view location on map, etc.)	Yes	
	12.3.11.2 Documenting the reason that an event is not yet assigned to a field unit	Yes	
	12.3.11.3 Indicating that an event(s) is waiting for a certain field unit	Yes	
	12.3.11.4 Event data fields (e.g. event type, location, priority, etc.) that are visible to the user when looking through unassigned events, separate from viewing the complete event record	Yes	
	12.3.11.5 Sorting unassigned events	Yes	
	12.3.11.6 Filtering unassigned events	Yes	
	12.3.12 Viewing and managing assigned events	Yes	
	12.3.12.1 Event data fields (e.g. event type, location, priority, unit(s) assigned, etc.) that are visible to the user when looking through assigned events, separate from viewing the complete event record	Yes	
	12.3.13 Ability to see timestamps (date and time) for changes to event comments, event changes, and unit changes displayed	Yes	
	12.3.14 Visual indicator for system generated comments	Yes	
	12.3.15 Assigning unique case number(s) customizable by agency (example: YY-00000)	Yes	
	12.3.16 Manual event entry after a system outage.	Yes	
	12.3.17 Ability to schedule calls for future dispatch and assign to a specific unit	Yes	
	12.3.18 Ability to create, edit and display a list of all scheduled calls. Scheduled calls should notify the dispatcher when it's time to dispatch at agency-defined times and can be manually activated.	Yes	
	12.3.19 The software must alert the call taker, dispatcher, and/or officer of previous five CFS at the same location	Yes	
	12.3.20 The software must allow supervisors to easily track ride-a-long personnel on shift and in the unit history database for future reference.	Yes	
	12.4.1 Log on/Log off Units	Yes	
	12.4.1.1 Dispatcher needs to log on or log off unit who is not in a position to do it themselves	Yes	
	12.4.1.2 Dispatcher needs to log on a unit number (likely not a number already known to the system) for an employee of another agency (e.g. mutual aid incident). This unit does not have access to our systems, however, the dispatcher needs the ability to attach the unit to an event, document unit comments, and generally manipulate this unit as they would their own units until the event is cleared.	Yes	
	12.4.1.3 Attributes that can be added when a dispatcher logs on a unit (e.g. K-9, language or other skills, phone number, vehicle number, etc.)	Yes	
	12.4.1.4 Units that log on and log off themselves are visible to dispatch in the units queue.	Yes	
	12.4.2 Viewing and managing both assigned and unassigned units	Yes	
	12.4.2.1 Dispatching a unit or multiple units to an event in a single command. The event must be automatically sent to MDCs. If unit is already assigned to an event, they would automatically be detached from that event and dispatched on the new event.	Yes	
	12.4.2.2 Clearing a unit or multiple units from an event in a single command	Yes	
	12.4.2.3 Changing unit's location, separate from the location of the event (e.g. unit changing location to a hospital with victim)	Yes	
12.4 Unit Management			

				Mark43's real time route recommendation feature is launching in 2025. Pricing is now available for preorder.	
	12.4.3 System's ability to recommend units based on proximity, etc.			Yes	
	12.4.4 Configurable Unit Statuses			Yes	To add pre-launch. Refer to the SOW for product development details.
	12.4.5 Emergency Unit Status that alerts users with visual and auditory alarms			No	
	12.4.6 Functionality to prompt dispatcher to check on a unit			Yes	
	12.4.7 Creating a unit-initiated event			Yes	
	12.4.8 Designate and change a primary unit on calls with multiple responders			Yes	
	12.4.9 Maintain the elapsed time between status changes/checks and alert the dispatchers when agency-defined thresholds are met			Yes	
	12.5.1 Tactical map providing Dispatchers relevant real-time information that is feature rich			Yes	
	12.5.2 Support multiple Address Locators with configurability			Yes	
	12.5.3 The vendor will upload the Base map when needed.			Yes	
	12.5.4 Support multiple map layers			Yes	
	12.5.5 Event, Unit and other items should display on the map			Yes	
	12.5.7 Layer information such as iconology and colors can be modified by agency			Yes	
	12.5.8 Easy to use map navigation and controls			Yes	
	12.5.9 RapidSOS shown on map			Yes	
	12.5.11 Location search by address, common place/alias, latitude/longitude, or map drawn radius. The date and time range will be definable by the agency			Yes	
	12.5.12 Distance measurement			Yes	
	12.5.13 Map layer data attributes (e.g. parcel information, facility name or phone number, etc. airport) available via "meta data" provided by agency on map layers or via "location caution" information.			Yes	
	12.6.1 Ability to send internal messages including the types of destinations (e.g. person, unit ID, workstation name, group, etc.) that can be targeted and what types of attachments may be added if any.			Yes	
	12.6.3 Push notifications and trigger notifications (e.g. unit or event status)			Yes	
	12.6.5 Message auditing			Yes	
	12.7.1 Event Management: Merged Event Visual Indicator visible in the event window. Updates to events will present a notification.			Yes	In Mark43 CAD, a notification badge will show on the relevant event queue row when an event is merged or unmerged. A notification on the event panel will also show over the Merged Events tab.
	12.7.2 Messaging: Message First Responder Groups Based on Dispatch Area (Ability to message first responder groups based on dispatch area )			No	To add pre-launch. Refer to the SOW for product development details.
	12.7.3 Messaging: Message all units and/or dispatchers currently logged on when selected individually or predefined by agency.			No	To add pre-launch. Refer to the SOW for product development details.
<b>12.5 Mapping</b>					
<b>12.6 Messaging</b>					

<b>12.7 Others</b>	<b>12.7.4</b> Usage Logs (Authorized users need the ability to pull usage logs that include the following information: - User login/logout date / time - User CLETS queries	No		To add pre-launch. Refer to the SOW for product development details.
	<b>12.7.5</b> Emergency Activation (Emergency activation and alert features)	No		To add pre-launch. Refer to the SOW for product development details.
	<b>12.7.6</b> Remove Narrative Requirement for CAD Event Creation (Users should not be required to enter a narrative to create a CAD event.)	No		To add pre-launch. Refer to the SOW for product development details.
	<b>12.7.7</b> Dispatched Event Narrative Update Indicator (Clear indication of updates or changes to events needed as users navigate to elsewhere within the Mark43 CAD application.)	Yes		

**DRAFT**

**RESOLUTION 20xx-xxx**

**RESOLUTION AUTHORIZING SINGLE SOURCE, FIVE-YEAR AGREEMENT WITH MARK43, INC., NOT-TO-EXCEED \$1,079,055 FOR COMPUTER-AIDED DISPATCH AND POLICE MOBILE SOFTWARE AS A SERVICE, SOLUTION IMPLEMENTATION, AND SUBSCRIPTION.**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

**WHEREAS**, the Board of Port Commissioners (Board) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

**WHEREAS**, the Board action under this Resolution complies with Section 21 and 35 of the Port Act which allow for the Board to pass resolutions and to do all acts necessary and convenient for the exercise of its powers; and

**WHEREAS**, the District's Harbor Police Department (HPD) currently utilizes a Computer-Aided Dispatch (CAD) system from Logistic Systems (Logisys) that was installed in 2000; and

**WHEREAS**, Logisys is going out of business, and their parent company will provide only limited product support and no product updates going forward; and

**WHEREAS**, staff intends to replace Logisys with a more secure, agile, and technologically advanced CAD system to provide exceptional system resilience and meet current and future CAD system needs; and

**WHEREAS**, based on evaluation of two CAD system vendors shortlisted under a Request for Proposals process conducted by the County of San Diego for replacement of the San Diego County Sheriff CAD system, staff determined that Mark43, Inc.'s (Mark43) CAD solution meets District's functional and technical requirements; and

**WHEREAS**, Mark43's solution builds on a cloud-native platform, offers competitive pricing, and meets the District's long-term strategic goals for its CAD system, and staff has negotiated a five-year agreement with Mark43;

20xx-xxx

**WHEREAS**, the estimated five-year cost to the District under the agreement totals \$1,079,055, which includes estimated costs for both professional services for solution implementation and the Software as a Service (SaaS) annual subscription cost; and

**WHEREAS**, staff recommends the Board authorize a single source, five-year agreement with Mark43, Inc., not to exceed \$1,079,055, for computer-aided dispatch and police mobile SaaS, solution implementation, and subscription.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or their designated representative is hereby authorized to enter into a single source, five-year agreement with Mark43, Inc., not to exceed \$1,079,055, for computer-aided dispatch and police mobile SaaS, solution implementation, and subscription, in substantially the form attached as Attachment A to the Agenda Sheet to which this Resolution relates.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy General Counsel

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11<sup>th</sup> day of February 2025, by the following vote:

**THE FILE NUMBER: 2025-036**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Directory of Classification Specifications for Fiscal Year 2024/2025**

**DESCRIPTION: Resolution Amending the San Diego Unified Port District Directory of Classification Specifications for Fiscal Year 2024/2025.**

**EXECUTIVE SUMMARY:**

This agenda item requests the Board of Port Commissioners (Board) adopt a resolution amending the San Diego Unified Port District (District) Directory of Classification Specifications for Fiscal Year 2024/2025.

**RECOMMENDATION:**

Adopt a resolution amending the San Diego Unified Port District (District) Directory of Classification Specifications for Fiscal Year 2024/2025.

**FISCAL IMPACT:**

There is no fiscal impact caused by approval of this action. Funds required for the current Fiscal Year are included in the approved Fiscal Year 2025 Budget in the Personnel Expense appropriation.

**COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.
- A thriving and modern maritime seaport.
- A Port with an innovative and motivated workforce.

**DISCUSSION:**

The Directory of Classification Specifications (Directory) contains a list of all the job descriptions in the District. The Directory for FY 2024/2025 was adopted by the Board at its October 16, 2024 meeting, and amended at the November 13, 2024, and the December 10, 2024 meetings.

The changes in this item update classification specifications only, which serve as job descriptions for the District. These updates do not change the existing personnel budget currently allocated in the FY2024/2025 budget.

The following new classifications are added to the Directory:

<b>Class Title</b>	<b>Class Number</b>	<b>Unclassified/ Classified</b>	<b>FLSA Exempt/ Non-Exempt</b>	<b>Range</b>
Small Business Enterprise Administrator	B962-UE24	Unclassified	Exempt	18
Workforce Partnership Administrator	B961-UE24	Unclassified	Exempt	18

The following classification title is being updated:

<b>Current Classification Title</b>	<b>New Title</b>	<b>Classification</b>	<b>Class Number</b>	<b>Unclassified/ Classified</b>	<b>FLSA Exempt/ Non-Exempt</b>	<b>Range</b>
Vice President, Business Operations	Vice President, Real Estate	Real Estate	A1015-UE21	Unclassified	Exempt	29

**General Counsel's Comments:**

The Office of the General Counsel has reviewed this agenda item as presented to it and approves the same as to form and legality.

**Environmental Review:**

The proposed Board action, including without limitation a resolution amending the San Diego Unified Port District Directory of Classification Specifications for Fiscal Year 2024/2025, does not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because there is not a potential to result in a direct or indirect physical change in the environment. Therefore, the proposed Board action is not subject to CEQA and no further action under CEQA is required.

The proposed Board action complies with Sections 21 and 35 of the Port Act which allow for the Board to pass resolutions and to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine.

The proposed Board action does not allow for development, as defined in Section 30106 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or an exclusion finding is not required.



**Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

**PREPARED BY:**

Scott Laing  
Senior People Services Analyst, People Services

Attachment(s):

Attachment A: Directory of Classification Specifications 2024-2025  
Attachment B: Workforce Partnership Administrator Classification  
Attachment C: Small Business Enterprise Administrator Classification

**SAN DIEGO UNIFIED PORT DISTRICT**

**DIRECTORY OF CLASSIFICATION  
SPECIFICATIONS  
2024-2025  
(Exhibit A)**

Class Title	Class Number	Unclassified/ Classified	FLSA Exempt/ Non-Exempt	Range
Accountant	B243-CN21	Classified	Non-Exempt	10
Accounting Assistant	D416-CN03	Classified	Non-Exempt	4
Accounting Supervisor	B254-UE03	Unclassified	Exempt	18
Administrative Assistant I (Classified)	D417-CN15	Classified	Non-Exempt	3
Administrative Assistant I (Unclassified)	D418-UN15	Unclassified	Non-Exempt	3
Administrative Assistant II (Classified)	D410-CN22	Classified	Non-Exempt	4
Administrative Assistant II (Unclassified)	D411-UN22	Unclassified	Non-Exempt	4
Applications Developer	B210-UE03	Unclassified	Exempt	12
Architect	B300-CE03	Classified	Exempt	14
Area Real Estate Manager	B821-UE03	Unclassified	Exempt	19
Asset Manager	B279-UE03	Unclassified	Exempt	14
Assistant Asset Manager	B230-CN03	Classified	Non-Exempt	12
Assistant Chief of Harbor Police/Public Safety	A2013-UE11	Unclassified	Exempt	28
Assistant Director of Development Services	A2075-UE24	Unclassified	Exempt	24
Assistant Director, Engineering-Construction	A2075-UE22	Unclassified	Exempt	24
Assistant Director, General Services	A2030-UE15	Unclassified	Exempt	22
Assistant Director of People Services	A2076-UE24	Unclassified	Exempt	24
Assistant Director, Real Estate	A2001-UE20	Unclassified	Exempt	24
Assistant Engineer	B206-CN03	Classified	Non-Exempt	13
Assistant Environmental Specialist	B315-CN15	Classified	Non-Exempt	10
Assistant General Counsel	A1010-UE14	Unclassified	Exempt	29
Assistant Land Surveyor	C321-CN03	Classified	Non-Exempt	13
Assistant Parking Manager	B917-UE16	Unclassified	Exempt	12
Assistant Planner	B320-CN16	Classified	Non-Exempt	11
Assistant Port Auditor	B221-UE16	Unclassified	Exempt	22
Assistant Procurement Analyst	B263-CN16	Classified	Non-Exempt	6
Assistant to Port Auditor	D433-UN13	Unclassified	Non-Exempt	6
Assistant to Vice President	D430-UN22	Unclassified	Non-Exempt	12
Assistant Vice President	A2058-UE16	Unclassified	Exempt	28
Assistant Vice President, Administrative Services	A1381-UE03	Unclassified	Exempt	28
Assistant Vice President, General Services	A2076-UE23	Unclassified	Exempt	28
Assistant Vice President, Government Relations & Communication	A1035-UE08	Unclassified	Exempt	28
Assistant Vice President, Operations	A1220-UE03	Unclassified	Exempt	28
Associate Engineer	B205-CE21	Classified	Exempt	15
Associate Environmental Specialist	B310-CE17	Classified	Exempt	15
Associate Planner	B306-CE17	Classified	Exempt	14
Business Intelligence Analyst	B248-UE11	Unclassified	Exempt	14
Business Intelligence Supervisor	B843-UE08	Unclassified	Exempt	18
Business Systems Analyst	B232-UE15	Unclassified	Exempt	14
Business Systems Supervisor	B225-UE14	Unclassified	Exempt	16
Business Systems Technician	B233-UN09	Unclassified	Non-Exempt	8
CADD/BIM Coordinator	B947-UE21	Unclassified	Exempt	18
Capital Project Manager	B214-UE21	Unclassified	Exempt	22
Carpenter	F630-CNR03	Classified	Non-Exempt	78.3
CFO/Treasurer	A1150-UE03	Unclassified	Exempt	29
Chief Engineer	A1201-UE03	Unclassified	Exempt	29
Chief Information Security Officer	A2067-UE17	Unclassified	Exempt	26
Chief Technology Officer	A2057-UE16	Unclassified	Exempt	28

Civil Designer	C313-CN03	Classified	Non-Exempt	11
Civilian Manager	B958-CE24	Classified	Exempt	19
Commissioner Services Assistant	B177-UN21	Unclassified	Non-Exempt	8
Community Service Officer	D465-CNR03	Classified	Non-Exempt	73.8
Community Service Officer Supervisor	B170-CNR03	Classified	Non-Exempt	81.0
Construction Inspector	C314-CN15	Classified	Non-Exempt	11
Construction Inspector Supervisor	C312-CN05	Classified	Non-Exempt	12
Crime Intelligence Analyst	B860-UE22	Unclassified	Exempt	12
Customer Relations Assistant	C328-CN03	Classified	Non-Exempt	2
Database Administrator	B619-UE07	Unclassified	Exempt	14
Department Administrative Manager	B809-UE03	Unclassified	Exempt	15
Department Business Manager	B810-UE08	Unclassified	Exempt	18
Department Manager, Development Services	B907-UE18	Unclassified	Exempt	21
Department Manager, Financial Services	B877-UE15	Unclassified	Exempt	21
Department Manager, Real Estate	B874-UE17	Unclassified	Exempt	21
Deputy Director of Inclusion and Organizational Development	A2077-UE24	Unclassified	Exempt	24
Deputy District Clerk/Docket Coordinator	B660-UE21	Unclassified	Exempt	12
Deputy District Clerk/Records Manager	B655-UE21	Unclassified	Exempt	13
Deputy General Counsel I	A2043-UE14	Unclassified	Exempt	25
Deputy General Counsel II	A2044-UE14	Unclassified	Exempt	25
Deputy General Counsel III	A2045-UE14	Unclassified	Exempt	25
Deputy General Counsel IV	A2046-UE14	Unclassified	Exempt	27
Deputy General Counsel V	A2060-UE16	Unclassified	Exempt	27
Deputy Port Auditor I	B240-UE16	Unclassified	Exempt	14
Deputy Port Auditor II	B208-UE17	Unclassified	Exempt	18
Deputy Treasurer	A1155-UE15	Unclassified	Exempt	21
Development Manager	B951-UE22	Unclassified	Exempt	22
Director, Development Services	A2064-UE17	Unclassified	Exempt	25
Director, Environmental Conservation	A2068-UE18	Unclassified	Exempt	25
Director, Environmental Protection	A2063-UE17	Unclassified	Exempt	25
Director, Financial Services	A1350-UE15	Unclassified	Exempt	26
Director, General Services	A1396-UE15	Unclassified	Exempt	25
Director, Guest Experiences	A2056-UE21	Unclassified	Exempt	24
Director, Information Technology	A1900-UE19	Unclassified	Exempt	25
Director, Maritime	A1700-UE15	Unclassified	Exempt	25
Director, Marketing & Communications	A1395-UE16	Unclassified	Exempt	24
Director, Parks & Recreation	A2066-UE21	Unclassified	Exempt	24
Director, People Services	A1400-UE23	Unclassified	Exempt	26
Director, Planning	A2065-UE17	Unclassified	Exempt	26
Director, Procurement Services/Chief Procurement Officer	A2047-UE15	Unclassified	Exempt	24
Director, Real Estate	A1225-UE17	Unclassified	Exempt	26
Director, Safety	A2074-UE22	Unclassified	Exempt	24
Distribution & Storage Technician I	D421-CNR22	Classified	Non-Exempt	64.4
Distribution & Storage Technician II	D441-CNR22	Classified	Non-Exempt	67.4
District Clerk	A1365-UE03	Unclassified	Exempt	24
Diversity, Equity, & Inclusion Analyst	B234-UE21	Unclassified	Exempt	12
Diversity, Equity, & Inclusion Business & Community Partner	B945-UE21	Unclassified	Exempt	14
Diversity, Equity, & Inclusion Technician	B872-UN21	Unclassified	Non-Exempt	8
Document Management Assistant	D440-CN21	Classified	Non-Exempt	2
Document Management Associate	B151-UN21	Unclassified	Non-Exempt	6
Electrician	F621-CNR03	Classified	Non-Exempt	80.5
Enterprise Architect	B942-UE18	Unclassified	Exempt	21

Enterprise Operations Manager	B927-UE17	Unclassified	Exempt	21
Environmental Compliance Inspector	C329-CN14	Classified	Non-Exempt	8
Equipment Operator	F628-CNR03	Classified	Non-Exempt	78.8
Executive Assistant I (Classified)	D425-CN15	Classified	Non-Exempt	8
Executive Assistant I (Unclassified)	D426-UN03	Unclassified	Non-Exempt	8
Executive Assistant II (Classified)	D438-CN06	Classified	Non-Exempt	10
Executive Assistant II (Unclassified)	D429-UN03	Unclassified	Non-Exempt	10
Executive Assistant to President/CEO	D431-UN23	Unclassified	Exempt	14
Executive Director (President/CEO)–Board Appointee	A1000-UE03	Unclassified	Exempt	*
Executive Vice President/Chief of Staff	A1165-UE21	Unclassified	Exempt	29
External Community Relations Partner	B949-UE21	Unclassified	Exempt	14
Facilities Maintenance Technician	F698-CNR22	Classified	Non-Exempt	73.8
Facility Security Officer	B623-UE22	Unclassified	Exempt	14
Financial Analyst	B135-UN15	Unclassified	Non-Exempt	12
Financial Technician	B115-CN03	Classified	Non-Exempt	4
Fleet Maintenance Technician	F625-CNR03	Classified	Non-Exempt	79.3
General Counsel–Board Appointee	A1005-UE14	Unclassified	Exempt	*
Geographic Information Systems Analyst I	B935-UN17	Unclassified	Non-Exempt	8
Geographic Information Systems Analyst II	B936-UE20	Unclassified	Exempt	12
Geographic Information Systems Analyst III	B937-UE17	Unclassified	Exempt	14
Geographic Information Systems Supervisor	B894-UE17	Unclassified	Exempt	18
Grants Coordinator	B802-UE03	Unclassified	Exempt	10
Grants Technician	B804-UN09	Unclassified	Non-Exempt	8
Graphic Designer	C318-CN03	Classified	Non-Exempt	4
Harbor Police Captain	A2011-UE17	Unclassified	Exempt	26
Harbor Police Corporal	E505-CNR19	Classified	Non-Exempt	3 (PO)
Harbor Police Lieutenant	E520-CNR17	Classified	Non-Exempt	10 (PO)
Harbor Police Officer	E515-CNR21	Classified	Non-Exempt	1 (PO)
Harbor Police Officer (Trainee)	E515-CNR21	Classified	Non-Exempt	0 (PO)
Harbor Police Sergeant	E510-CNR17	Classified	Non-Exempt	6 (PO)
Homeland Security Program Manager	B285-UE22	Unclassified	Exempt	19
HVAC Technician	F636-CNR03	Classified	Non-Exempt	79.1
Information Technology Security Analyst	B200-UE15	Unclassified	Exempt	13
Infrastructure Supervisor	B226-UE14	Unclassified	Exempt	20
Intern	G800-UN11	Unclassified	Non-Exempt	64.5
IT Business Partner	B929-UE17	Unclassified	Exempt	14
IT Infrastructure Engineer I	B896-UE16	Unclassified	Exempt	4
IT Infrastructure Engineer II	B897-UE16	Unclassified	Exempt	6
IT Infrastructure Engineer III	B898-UE16	Unclassified	Exempt	10
IT Infrastructure Engineer IV	B899-UE16	Unclassified	Exempt	14
IT Project Manager	B908-UE16	Unclassified	Exempt	18
IT Systems Engineer I	B930-UN17	Unclassified	Non-Exempt	11
IT Systems Engineer II	B931-UE17	Unclassified	Exempt	13
IT Systems Engineer III	B932-UE17	Unclassified	Exempt	14
IT Systems Engineer IV	B933-UE17	Unclassified	Exempt	19
Land Surveyor	B272-CN21	Classified	Non-Exempt	15
Landscape Supervisor	F697-CER21	Classified	Exempt	81.3
Landscape Technician I	F696-CNR21	Classified	Non-Exempt	69.9
Landscape Technician II	F666-CNR21	Classified	Non-Exempt	71.9
Lead Accounting Technician	C327-CN03	Classified	Non-Exempt	10
Lead Carpenter	F638-CNR03	Classified	Non-Exempt	81.2
Lead Community Service Officer	D466-CNR22	Classified	Non-Exempt	76.7
Lead Distribution & Storage Technician	B262-CNR23	Classified	Non-Exempt	70.3

Lead Electrician	F690-CNR03	Classified	Non-Exempt	83.4
Lead Equipment Operator	F626-CNR03	Classified	Non-Exempt	81.7
Lead Fleet Maintenance Technician	F629-CNR03	Classified	Non-Exempt	82.8
Lead Landscape Technician	F654-CNR21	Classified	Non-Exempt	74.8
Lead Maintenance Mechanic	F619-CNR03	Classified	Non-Exempt	83.0
Lead Maintenance Worker	F640-CNR03	Classified	Non-Exempt	76.7
Lead Mapping and Outreach	B925-CN17	Classified	Non-Exempt	11
Lead Painter	F634-CNR03	Classified	Non-Exempt	80.7
Lead Plumber	F618-CNR03	Classified	Non-Exempt	83.4
Lead Public Safety Dispatcher	B264-CNR06	Classified	Non-Exempt	81.5
Lead Vessel Equipment Mechanic	F608-CNR21	Classified	Non-Exempt	83.4
Legal Assistant	D350-UN14	Unclassified	Non-Exempt	11
Legislative Policy Administrator	B850-UE16	Unclassified	Exempt	18
Legislative Policy Analyst	B954-UE22	Unclassified	Exempt	11
Locksmith	F647-CNR05	Classified	Non-Exempt	75.5
Maintenance Mechanic	F620-CNR03	Classified	Non-Exempt	80.0
Maintenance Planner/Inspector	C315-CNR03	Classified	Non-Exempt	80.1
Maintenance Supervisor	F605-CER03	Classified	Exempt	88.3
Maintenance Support Supervisor	C310-CER19	Classified	Exempt	88.3
Maintenance Worker I	F650-CNR03	Classified	Non-Exempt	71.8
Maintenance Worker II	F645-CNR03	Classified	Non-Exempt	73.8
Management Analyst	B303-UE21	Unclassified	Exempt	12
Manager, Business Development & Recreation Services	B833-UE13	Unclassified	Exempt	16
Manager, Commissioner & Executive Services	B865-UE21	Unclassified	Exempt	18
Manager, Distribution & Storage	B155-UE17	Unclassified	Exempt	16
Manager, Diversity, Equity, & Inclusion	B831-UE21	Unclassified	Exempt	19
Manager, Engineering-Construction	B827-UE15	Unclassified	Exempt	23
Manager, Financial Services	B805-UE03	Unclassified	Exempt	21
Manager, Grants and Policy	B881-UE15	Unclassified	Exempt	21
Manager, IT Business Partner	B928-UE17	Unclassified	Exempt	19
Manager, Maintenance Systems	B808-UE12	Unclassified	Exempt	16
Manager, Maritime Commercial Trade and Properties	B878-UE15	Unclassified	Exempt	19
Manager, Maritime Operations	B815-UE15	Unclassified	Exempt	21
Manager, Maritime Trade Development	B816-UE06	Unclassified	Exempt	19
Manager, Marketing & Communications	B862-UE12	Unclassified	Exempt	18
Manager, Office of General Counsel Administration	B400-UE22	Unclassified	Exempt	19
Manager, Operations & Maintenance	B807-UE03	Unclassified	Exempt	16
Manager, People Services	B811-UE23	Unclassified	Exempt	21
Manager, Procurement Services	B820-UE06	Unclassified	Exempt	19
Mapping Technician I	C319-CN03	Classified	Non-Exempt	4
Mapping Technician II	C316-CN03	Classified	Non-Exempt	8
Marine Terminal Supervisor	B227-CNR03	Classified	Non-Exempt	88.3
Marine Terminal Supervisor (Exempt)	B920-CER03	Classified	Exempt	88.3
Marketing/Public Relations Representative	B236-CE03	Classified	Exempt	12
Multi-Media Specialist	B873-CN15	Classified	Non-Exempt	10
Multi-Media Support Associate	G999-UN24	Unclassified	Non-Exempt	1 (TP)
Network Systems Analyst	B219-UE15	Unclassified	Exempt	13
Office Assistant (Classified)	D422-CN22	Classified	Non-Exempt	2
Office Assistant (Unclassified)	D423-UN22	Unclassified	Non-Exempt	2
Office Manager	D300-UN03	Unclassified	Non-Exempt	10
Painter	F633-CNR03	Classified	Non-Exempt	77.8
Paralegal	B405-UN14	Unclassified	Non-Exempt	16

Paralegal/Assistant Manager, Office of General Counsel Administration	B952-UE22	Unclassified	Exempt	17
Park Permit Coordinator	B260-CN03	Classified	Non-Exempt	6
Parking Customer Service Agent	B910-CN16	Classified	Non-Exempt	2
Parking Manager	B901-UE16	Unclassified	Exempt	16
Parking Meter Repair/Collector	F656-CNR21	Classified	Non-Exempt	74.7
Payroll Specialist	B256-UE15	Unclassified	Exempt	8
Payroll Supervisor	B256-UE23	Unclassified	Exempt	15
Payroll Technician	D415-UN16	Unclassified	Non-Exempt	4
People Services Analyst	B239-UE23	Unclassified	Exempt	12
People Services Technician	B648-UN23	Unclassified	Non-Exempt	8
Plumber	F622-CNR03	Classified	Non-Exempt	80.5
Police Background Investigator	C330-CN22	Unclassified	Non-Exempt	1 (PO)
Police Instructor	B955-UN23	Unclassified	Non-Exempt	1 (PO)
Police Records Assistant	D400-CN21	Classified	Non-Exempt	2
Police Records Supervisor	D402-CER03	Classified	Exempt	77.6
Port Auditor–Board Appointee	A1009-UE19	Unclassified	Exempt	*
Port Security Manager	B626-UE22	Unclassified	Exempt	18
Principal Biologist	B960-CE24	Classified	Exempt	19
Principal Marketing/Public Relations Representative	B238-UE03	Unclassified	Exempt	15
Principal Outreach Specialist	B956-UE23	Classified	Exempt	15
Principal, Economics & Policy	B938-UE18	Unclassified	Exempt	21
Principal, Maritime Business Development	B880-UE16	Unclassified	Exempt	21
Principal, Maritime Business Retention	B902-UE16	Unclassified	Exempt	21
Principal, Social Media	B957-UE23	Classified	Exempt	15
Principal, Special Projects	B867-UE14	Unclassified	Exempt	19
Principal, Strategic Planning	B948-UE21	Unclassified	Exempt	19
Procurement Analyst I	B266-CN15	Classified	Non-Exempt	10
Procurement Analyst II	B265-CE15	Classified	Exempt	12
Procurement Supervisor	B269-UE15	Unclassified	Exempt	13
Program Director	B886-UE20	Unclassified	Exempt	20
Project Labor and Compliance Administrator	B959-UE24	Unclassified	Exempt	18
Program Manager	B282-UE21	Unclassified	Exempt	17
Program Manager, Aquaculture & Blue Tech	B885-UE16	Unclassified	Exempt	19
Program Manager, Energy and Sustainability	B891-UE16	Unclassified	Exempt	18
Program Manager, Engineering-Construction	B883-UE16	Unclassified	Exempt	19
Program Manager, Planning & Environment	B887-UE21	Unclassified	Exempt	19
Program Manager, Real Estate	B875-UE15	Unclassified	Exempt	19
Project Manager	B209-UE21	Unclassified	Exempt	11
Project Review Associate	B903-UE16	Unclassified	Exempt	11
Project Scheduler	B321-CN03	Classified	Non-Exempt	12
Public Information Officer	B856-UE18	Unclassified	Exempt	18
Public Safety Dispatch Supervisor	B171-CNR03	Classified	Non-Exempt	86.4
Public Safety Dispatcher	D460-CNR22	Classified	Non-Exempt	78.5
Public Safety Dispatcher (Part-Time Experienced)	D467-CNR22	Classified	Non-Exempt	78.5
Risk and Safety Manager	B650-UE14	Unclassified	Exempt	18
Risk Management Administrator	B617-UE03	Unclassified	Exempt	12
Risk Management Analyst	B615-UE03	Unclassified	Exempt	11
Safety Specialist I	B606-CN14	Classified	Non-Exempt	10

Safety Specialist II	B607-CN14	Classified	Non-Exempt	11
SAP Functional Analyst I	B923-UE17	Unclassified	Exempt	12
SAP Functional Analyst II	B924-UE17	Unclassified	Exempt	18
Senior Accountant	B245-CE21	Classified	Exempt	15
Senior Administrative Assistant (Classified)	D427-CN03	Classified	Non-Exempt	6
Senior Administrative Assistant (Unclassified)	D424-UN15	Unclassified	Non-Exempt	6
Senior Applications Developer	B281-UE03	Unclassified	Exempt	12
Senior Asset Manager	B229-UE03	Unclassified	Exempt	16
Senior Business Intelligence Analyst	B844-UE15	Unclassified	Exempt	15
Senior Business Systems Analyst	B231-UE15	Unclassified	Exempt	15
Senior Construction Inspector	C311-CN15	Classified	Non-Exempt	11
Senior Deputy General Counsel	A2061-UE17	Unclassified	Exempt	28
Senior Diversity, Equity, & Inclusion Analyst	B286-UE21	Unclassified	Exempt	14
Senior Engineer	B204-CE03	Classified	Exempt	20
Senior Environmental Specialist	B309-UE17	Unclassified	Exempt	16
Senior Financial Analyst	B276-UE15	Unclassified	Exempt	15
Senior IT Auditor	B616-UE03	Unclassified	Exempt	12
Senior Land Surveyor	B946-CE21	Classified	Exempt	20
Senior Management Analyst	B201-UE15	Unclassified	Exempt	14
Senior Multi-Media Specialist	B941-CN18	Classified	Non-Exempt	12
Senior People Services Analyst	B9444-UE23	Unclassified	Exempt	17
Senior Planner	B259-UE17	Unclassified	Exempt	16
Senior Police Records Assistant	D401-CN03	Classified	Non-Exempt	3
Senior Policy Administrator	B819-UE21	Unclassified	Exempt	17
Senior Project Architect	B646-UE03	Unclassified	Exempt	20
Senior Project Manager	B100-UE21	Unclassified	Exempt	13
Senior Project Office Administrator	B817-UE03	Unclassified	Exempt	18
Senior Systems Administrator	B871-UE15	Unclassified	Exempt	15
Senior Tool Room Technician	F694-CNR16	Classified	Non-Exempt	76.7
Senior Trade Account Representative	B622-UE03	Unclassified	Exempt	12
Senior Web Developer	B220-CN03	Classified	Non-Exempt	11
<u>Small Business Enterprise Administrator</u>	<u>B962-UE24</u>	<u>Unclassified</u>	<u>Exempt</u>	<u>18</u>
Small Engine Repair Technician	F681-CNR03	Classified	Non-Exempt	73.8
Special Events Associate	B237-CE03	Classified	Exempt	8
Special Projects Manager	B953-UE22	Classified	Exempt	22
Staff Assistant I (Classified)	B267-CN15	Classified	Non-Exempt	3
Staff Assistant I (Unclassified)	B273-UN03	Unclassified	Non-Exempt	3
Staff Assistant II (Classified)	B268-CN15	Classified	Non-Exempt	4
Staff Assistant II (Unclassified)	B287-UN09	Unclassified	Non-Exempt	4
Student Worker	G998-UN16	Unclassified	Non-Exempt	63.4
Survey Technician I	C320-CN03	Classified	Non-Exempt	4
Survey Technician II	C317-CN03	Classified	Non-Exempt	10
Systems Administration Supervisor	B879-UE15	Unclassified	Exempt	17
Systems Administrator	B870-UE15	Unclassified	Exempt	15
Systems Support Analyst I	B837-UN15	Unclassified	Non-Exempt	10
Systems Support Analyst II	B211-UE15	Unclassified	Exempt	12
Systems Support Supervisor	B700-UE03	Unclassified	Exempt	17
Tool Room Technician	F695-CNR16	Classified	Non-Exempt	73.8
Travel Services Coordinator	B179-CN03	Classified	Non-Exempt	6
Vessel Equipment Mechanic	F607-CNR20	Classified	Non-Exempt	79.3
Vice President	A1037-UE16	Unclassified	Exempt	29
Vice President, Administration/CAO	A1025-UE03	Unclassified	Exempt	29



Vice President, <del>Business Operations</del> <u>Real Estate</u>	A1015-UE21	Unclassified	Exempt	29
Vice President, Facilities & Engineering	A2072-UE21	Unclassified	Exempt	29
Vice President, Maritime	A2069-UE19	Unclassified	Exempt	29
Vice President, Marketing & Communications	A2070-UE19	Unclassified	Exempt	29
Vice President, Planning & Environment	A2071-UE21	Unclassified	Exempt	29
Vice President, Public Safety/Chief of Harbor Police	A1500-UE03	Unclassified	Exempt	29
Vice President, Strategy & Policy	A1026-UE21	Unclassified	Exempt	29
Web Developer	B228-CN03	Classified	Non-Exempt	10
Wharfinger	B250-CNR03	Classified	Non-Exempt	83.4
<u>Workforce Partnership Administrator</u>	<u>B961-UE24</u>	<u>Unclassified</u>	<u>Exempt</u>	<u>18</u>

\*Salary as approved by the Board of Port Commissioners

**SAN DIEGO UNIFIED PORT DISTRICT**  
**ANNUAL SALARY RANGES FOR UNREPRESENTED**  
**EMPLOYEES**  
**(Exhibit B)**

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE FOR UNREPRESENTED EMPLOYEES - ANNUAL**

<b>Ranges</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
1	\$34,287	\$41,830	\$51,033
2	\$36,687	\$44,758	\$54,605
3	\$39,255	\$47,891	\$58,427
4	\$42,003	\$51,244	\$62,517
5	\$44,943	\$54,831	\$66,894
6	\$48,089	\$58,669	\$71,576
7	\$51,456	\$62,776	\$76,586
8	\$55,057	\$67,170	\$81,947
9	\$58,911	\$71,872	\$87,684
10	\$63,035	\$76,903	\$93,822
11	\$67,448	\$82,286	\$100,389
12	\$72,169	\$88,046	\$107,416
13	\$77,221	\$94,209	\$114,936
14	\$82,626	\$100,804	\$122,981
15	\$88,410	\$107,860	\$131,590
16	\$94,599	\$115,411	\$140,801
17	\$101,221	\$123,489	\$150,657
18	\$108,306	\$132,134	\$161,203
19	\$115,888	\$141,383	\$172,487
20	\$124,000	\$151,280	\$184,561
21	\$132,680	\$161,869	\$197,481
22	\$141,967	\$173,200	\$211,304
23	\$151,905	\$185,324	\$226,096
24	\$162,539	\$198,297	\$241,922
25	\$173,916	\$212,178	\$258,857
26	\$186,090	\$227,030	\$276,977
27	\$199,117	\$242,922	\$296,365
28	\$213,055	\$259,927	\$317,111
29	\$227,969	\$278,122	\$339,309

**Longevity Pay**

10 Years	2.5%
15 Years	2.5%
20 Years	2.5%
25 Years	2.5%
Max Longevity	10.0%

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE FOR UNREPRESENTED EMPLOYEES - BIWEEKLY**

<b>Ranges</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
1	\$1,318.73	\$1,608.85	\$1,962.80
2	\$1,411.04	\$1,721.47	\$2,100.19
3	\$1,509.81	\$1,841.97	\$2,247.21
4	\$1,615.50	\$1,970.91	\$2,404.51
5	\$1,728.59	\$2,108.88	\$2,572.83
6	\$1,849.59	\$2,256.50	\$2,752.93
7	\$1,979.06	\$2,414.45	\$2,945.63
8	\$2,117.59	\$2,583.46	\$3,151.83
9	\$2,265.82	\$2,764.31	\$3,372.45
10	\$2,424.43	\$2,957.81	\$3,608.53
11	\$2,594.14	\$3,164.85	\$3,861.12
12	\$2,775.73	\$3,386.39	\$4,131.40
13	\$2,970.03	\$3,623.44	\$4,420.60
14	\$3,177.94	\$3,877.08	\$4,730.04
15	\$3,400.39	\$4,148.48	\$5,061.14
16	\$3,638.42	\$4,438.87	\$5,415.42
17	\$3,893.11	\$4,749.59	\$5,794.50
18	\$4,165.63	\$5,082.06	\$6,200.12
19	\$4,457.22	\$5,437.81	\$6,634.13
20	\$4,769.23	\$5,818.46	\$7,098.52
21	\$5,103.07	\$6,225.75	\$7,595.41
22	\$5,460.29	\$6,661.55	\$8,127.09
23	\$5,842.51	\$7,127.86	\$8,695.99
24	\$6,251.48	\$7,626.81	\$9,304.71
25	\$6,689.09	\$8,160.69	\$9,956.04
26	\$7,157.32	\$8,731.93	\$10,652.96
27	\$7,658.33	\$9,343.17	\$11,398.67
28	\$8,194.42	\$9,997.19	\$12,196.57
29	\$8,768.03	\$10,696.99	\$13,050.33

**Longevity Pay**

10 Years	2.5%
15 Years	2.5%
20 Years	2.5%
25 Years	2.5%
Max Longevity	10.0%

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE FOR UNREPRESENTED EMPLOYEES - HOURLY**

<b>Ranges</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
1	\$16.48	\$20.11	\$24.53
2	\$17.64	\$21.52	\$26.25
3	\$18.87	\$23.02	\$28.09
4	\$20.19	\$24.64	\$30.06
5	\$21.61	\$26.36	\$32.16
6	\$23.12	\$28.21	\$34.41
7	\$24.74	\$30.18	\$36.82
8	\$26.47	\$32.29	\$39.40
9	\$28.32	\$34.55	\$42.16
10	\$30.31	\$36.97	\$45.11
11	\$32.43	\$39.56	\$48.26
12	\$34.70	\$42.33	\$51.64
13	\$37.13	\$45.29	\$55.26
14	\$39.72	\$48.46	\$59.13
15	\$42.50	\$51.86	\$63.26
16	\$45.48	\$55.49	\$67.69
17	\$48.66	\$59.37	\$72.43
18	\$52.07	\$63.53	\$77.50
19	\$55.72	\$67.97	\$82.93
20	\$59.62	\$72.73	\$88.73
21	\$63.79	\$77.82	\$94.94
22	\$68.25	\$83.27	\$101.59
23	\$73.03	\$89.10	\$108.70
24	\$78.14	\$95.34	\$116.31
25	\$83.61	\$102.01	\$124.45
26	\$89.47	\$109.15	\$133.16
27	\$95.73	\$116.79	\$142.48
28	\$102.43	\$124.96	\$152.46
29	\$109.60	\$133.71	\$163.13

**Longevity Pay**

10 Years	2.5%
15 Years	2.5%
20 Years	2.5%
25 Years	2.5%
Max Longevity	10.0%

**SAN DIEGO UNIFIED PORT DISTRICT**

**SALARY SCHEDULE BY RANGE AND STEP**  
**FOR ALL STEP EMPLOYEES**  
**EXCEPT STEP PEACE OFFICERS**  
**(Exhibit C)**

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
61.4	H	14.95	15.70	16.48	17.30	18.17	19.08	20.03
	B	1,196.00	1,256.00	1,318.40	1,384.00	1,453.60	1,526.40	1,602.40
	Y	31,096.00	32,656.00	34,278.40	35,984.00	37,793.60	39,686.40	41,662.40
61.5	H	15.02	15.77	16.56	17.39	18.26	19.17	20.13
	B	1,201.60	1,261.60	1,324.80	1,391.20	1,460.80	1,533.60	1,610.40
	Y	31,241.60	32,801.60	34,444.80	36,171.20	37,980.80	39,873.60	41,870.40
61.6	H	15.09	15.85	16.64	17.47	18.35	19.27	20.23
	B	1,207.20	1,268.00	1,331.20	1,397.60	1,468.00	1,541.60	1,618.40
	Y	31,387.20	32,968.00	34,611.20	36,337.60	38,168.00	40,081.60	42,078.40
61.7	H	15.17	15.93	16.72	17.56	18.44	19.36	20.33
	B	1,213.60	1,274.40	1,337.60	1,404.80	1,475.20	1,548.80	1,626.40
	Y	31,553.60	33,134.40	34,777.60	36,524.80	38,355.20	40,268.80	42,286.40
61.8	H	15.24	16.00	16.80	17.64	18.53	19.45	20.42
	B	1,219.20	1,280.00	1,344.00	1,411.20	1,482.40	1,556.00	1,633.60
	Y	31,699.20	33,280.00	34,944.00	36,691.20	38,542.40	40,456.00	42,473.60
61.9	H	15.31	16.08	16.88	17.73	18.61	19.55	20.52
	B	1,224.80	1,286.40	1,350.40	1,418.40	1,488.80	1,564.00	1,641.60
	Y	31,844.80	33,446.40	35,110.40	36,878.40	38,708.80	40,664.00	42,681.60

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
62.0	H	15.39	16.16	16.97	17.81	18.70	19.64	20.62
	B	1,231.20	1,292.80	1,357.60	1,424.80	1,496.00	1,571.20	1,649.60
	Y	32,011.20	33,612.80	35,297.60	37,044.80	38,896.00	40,851.20	42,889.60
62.1	H	15.46	16.24	17.05	17.90	18.80	19.74	20.72
	B	1,236.80	1,299.20	1,364.00	1,432.00	1,504.00	1,579.20	1,657.60
	Y	32,156.80	33,779.20	35,464.00	37,232.00	39,104.00	41,059.20	43,097.60
62.2	H	15.54	16.32	17.13	17.99	18.89	19.84	20.83
	B	1,243.20	1,305.60	1,370.40	1,439.20	1,511.20	1,587.20	1,666.40
	Y	32,323.20	33,945.60	35,630.40	37,419.20	39,291.20	41,267.20	43,326.40
62.3	H	15.62	16.40	17.22	18.08	18.98	19.93	20.93
	B	1,249.60	1,312.00	1,377.60	1,446.40	1,518.40	1,594.40	1,674.40
	Y	32,489.60	34,112.00	35,817.60	37,606.40	39,478.40	41,454.40	43,534.40
62.4	H	15.70	16.48	17.30	18.17	19.08	20.03	21.03
	B	1,256.00	1,318.40	1,384.00	1,453.60	1,526.40	1,602.40	1,682.40
	Y	32,656.00	34,278.40	35,984.00	37,793.60	39,686.40	41,662.40	43,742.40
62.5	H	15.77	16.56	17.39	18.26	19.17	20.13	21.14
	B	1,261.60	1,324.80	1,391.20	1,460.80	1,533.60	1,610.40	1,691.20
	Y	32,801.60	34,444.80	36,171.20	37,980.80	39,873.60	41,870.40	43,971.20
62.6	H	15.85	16.64	17.47	18.35	19.27	20.23	21.24
	B	1,268.00	1,331.20	1,397.60	1,468.00	1,541.60	1,618.40	1,699.20
	Y	32,968.00	34,611.20	36,337.60	38,168.00	40,081.60	42,078.40	44,179.20
62.7	H	15.93	16.72	17.56	18.44	19.36	20.33	21.34
	B	1,274.40	1,337.60	1,404.80	1,475.20	1,548.80	1,626.40	1,707.20
	Y	33,134.40	34,777.60	36,524.80	38,355.20	40,268.80	42,286.40	44,387.20
62.8	H	16.00	16.80	17.64	18.53	19.45	20.42	21.45
	B	1,280.00	1,344.00	1,411.20	1,482.40	1,556.00	1,633.60	1,716.00
	Y	33,280.00	34,944.00	36,691.20	38,542.40	40,456.00	42,473.60	44,616.00
62.9	H	16.08	16.88	17.73	18.61	19.55	20.52	21.55
	B	1,286.40	1,350.40	1,418.40	1,488.80	1,564.00	1,641.60	1,724.00
	Y	33,446.40	35,110.40	36,878.40	38,708.80	40,664.00	42,681.60	44,824.00



**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
63.0	H	16.16	16.97	17.81	18.70	19.64	20.62	21.65
	B	1,292.80	1,357.60	1,424.80	1,496.00	1,571.20	1,649.60	1,732.00
	Y	33,612.80	35,297.60	37,044.80	38,896.00	40,851.20	42,889.60	45,032.00
63.1	H	16.24	17.05	17.90	18.80	19.74	20.72	21.76
	B	1,299.20	1,364.00	1,432.00	1,504.00	1,579.20	1,657.60	1,740.80
	Y	33,779.20	35,464.00	37,232.00	39,104.00	41,059.20	43,097.60	45,260.80
63.2	H	16.32	17.13	17.99	18.89	19.84	20.83	21.87
	B	1,305.60	1,370.40	1,439.20	1,511.20	1,587.20	1,666.40	1,749.60
	Y	33,945.60	35,630.40	37,419.20	39,291.20	41,267.20	43,326.40	45,489.60
63.3	H	16.40	17.22	18.08	18.98	19.93	20.93	21.98
	B	1,312.00	1,377.60	1,446.40	1,518.40	1,594.40	1,674.40	1,758.40
	Y	34,112.00	35,817.60	37,606.40	39,478.40	41,454.40	43,534.40	45,718.40
63.4	H	16.48	17.30	18.17	19.08	20.03	21.03	22.09
	B	1,318.40	1,384.00	1,453.60	1,526.40	1,602.40	1,682.40	1,767.20
	Y	34,278.40	35,984.00	37,793.60	39,686.40	41,662.40	43,742.40	45,947.20
63.5	H	16.56	17.39	18.26	19.17	20.13	21.14	22.19
	B	1,324.80	1,391.20	1,460.80	1,533.60	1,610.40	1,691.20	1,775.20
	Y	34,444.80	36,171.20	37,980.80	39,873.60	41,870.40	43,971.20	46,155.20
63.6	H	16.64	17.47	18.35	19.27	20.23	21.24	22.30
	B	1,331.20	1,397.60	1,468.00	1,541.60	1,618.40	1,699.20	1,784.00
	Y	34,611.20	36,337.60	38,168.00	40,081.60	42,078.40	44,179.20	46,384.00
63.7	H	16.72	17.56	18.44	19.36	20.33	21.34	22.41
	B	1,337.60	1,404.80	1,475.20	1,548.80	1,626.40	1,707.20	1,792.80
	Y	34,777.60	36,524.80	38,355.20	40,268.80	42,286.40	44,387.20	46,612.80
63.8	H	16.80	17.64	18.53	19.45	20.42	21.45	22.52
	B	1,344.00	1,411.20	1,482.40	1,556.00	1,633.60	1,716.00	1,801.60
	Y	34,944.00	36,691.20	38,542.40	40,456.00	42,473.60	44,616.00	46,841.60
63.9	H	16.88	17.73	18.61	19.55	20.52	21.55	22.63
	B	1,350.40	1,418.40	1,488.80	1,564.00	1,641.60	1,724.00	1,810.40
	Y	35,110.40	36,878.40	38,708.80	40,664.00	42,681.60	44,824.00	47,070.40

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
64.0	H	16.97	17.81	18.70	19.64	20.62	21.65	22.74
	B	1,357.60	1,424.80	1,496.00	1,571.20	1,649.60	1,732.00	1,819.20
	Y	35,297.60	37,044.80	38,896.00	40,851.20	42,889.60	45,032.00	47,299.20
64.1	H	17.05	17.90	18.80	19.74	20.72	21.76	22.85
	B	1,364.00	1,432.00	1,504.00	1,579.20	1,657.60	1,740.80	1,828.00
	Y	35,464.00	37,232.00	39,104.00	41,059.20	43,097.60	45,260.80	47,528.00
64.2	H	17.13	17.99	18.89	19.84	20.83	21.87	22.96
	B	1,370.40	1,439.20	1,511.20	1,587.20	1,666.40	1,749.60	1,836.80
	Y	35,630.40	37,419.20	39,291.20	41,267.20	43,326.40	45,489.60	47,756.80
64.3	H	17.22	18.08	18.98	19.93	20.93	21.98	23.08
	B	1,377.60	1,446.40	1,518.40	1,594.40	1,674.40	1,758.40	1,846.40
	Y	35,817.60	37,606.40	39,478.40	41,454.40	43,534.40	45,718.40	48,006.40
64.4	H	17.30	18.17	19.08	20.03	21.03	22.09	23.19
	B	1,384.00	1,453.60	1,526.40	1,602.40	1,682.40	1,767.20	1,855.20
	Y	35,984.00	37,793.60	39,686.40	41,662.40	43,742.40	45,947.20	48,235.20
64.5	H	17.39	18.26	19.17	20.13	21.14	22.19	23.30
	B	1,391.20	1,460.80	1,533.60	1,610.40	1,691.20	1,775.20	1,864.00
	Y	36,171.20	37,980.80	39,873.60	41,870.40	43,971.20	46,155.20	48,464.00
64.6	H	17.47	18.35	19.27	20.23	21.24	22.30	23.42
	B	1,397.60	1,468.00	1,541.60	1,618.40	1,699.20	1,784.00	1,873.60
	Y	36,337.60	38,168.00	40,081.60	42,078.40	44,179.20	46,384.00	48,713.60
64.7	H	17.56	18.44	19.36	20.33	21.34	22.41	23.53
	B	1,404.80	1,475.20	1,548.80	1,626.40	1,707.20	1,792.80	1,882.40
	Y	36,524.80	38,355.20	40,268.80	42,286.40	44,387.20	46,612.80	48,942.40
64.8	H	17.64	18.53	19.45	20.42	21.45	22.52	23.64
	B	1,411.20	1,482.40	1,556.00	1,633.60	1,716.00	1,801.60	1,891.20
	Y	36,691.20	38,542.40	40,456.00	42,473.60	44,616.00	46,841.60	49,171.20
64.9	H	17.73	18.61	19.55	20.52	21.55	22.63	23.76
	B	1,418.40	1,488.80	1,564.00	1,641.60	1,724.00	1,810.40	1,900.80
	Y	36,878.40	38,708.80	40,664.00	42,681.60	44,824.00	47,070.40	49,420.80

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
65.0	H	17.81	18.70	19.64	20.62	21.65	22.74	23.87
	B	1,424.80	1,496.00	1,571.20	1,649.60	1,732.00	1,819.20	1,909.60
	Y	37,044.80	38,896.00	40,851.20	42,889.60	45,032.00	47,299.20	49,649.60
65.1	H	17.90	18.80	19.74	20.72	21.76	22.85	23.99
	B	1,432.00	1,504.00	1,579.20	1,657.60	1,740.80	1,828.00	1,919.20
	Y	37,232.00	39,104.00	41,059.20	43,097.60	45,260.80	47,528.00	49,899.20
65.2	H	17.99	18.89	19.84	20.83	21.87	22.96	24.11
	B	1,439.20	1,511.20	1,587.20	1,666.40	1,749.60	1,836.80	1,928.80
	Y	37,419.20	39,291.20	41,267.20	43,326.40	45,489.60	47,756.80	50,148.80
65.3	H	18.08	18.98	19.93	20.93	21.98	23.08	24.23
	B	1,446.40	1,518.40	1,594.40	1,674.40	1,758.40	1,846.40	1,938.40
	Y	37,606.40	39,478.40	41,454.40	43,534.40	45,718.40	48,006.40	50,398.40
65.4	H	18.17	19.08	20.03	21.03	22.09	23.19	24.35
	B	1,453.60	1,526.40	1,602.40	1,682.40	1,767.20	1,855.20	1,948.00
	Y	37,793.60	39,686.40	41,662.40	43,742.40	45,947.20	48,235.20	50,648.00
65.5	H	18.26	19.17	20.13	21.14	22.19	23.30	24.47
	B	1,460.80	1,533.60	1,610.40	1,691.20	1,775.20	1,864.00	1,957.60
	Y	37,980.80	39,873.60	41,870.40	43,971.20	46,155.20	48,464.00	50,897.60
65.6	H	18.35	19.27	20.23	21.24	22.30	23.42	24.59
	B	1,468.00	1,541.60	1,618.40	1,699.20	1,784.00	1,873.60	1,967.20
	Y	38,168.00	40,081.60	42,078.40	44,179.20	46,384.00	48,713.60	51,147.20
65.7	H	18.44	19.36	20.33	21.34	22.41	23.53	24.71
	B	1,475.20	1,548.80	1,626.40	1,707.20	1,792.80	1,882.40	1,976.80
	Y	38,355.20	40,268.80	42,286.40	44,387.20	46,612.80	48,942.40	51,396.80
65.8	H	18.53	19.45	20.42	21.45	22.52	23.64	24.83
	B	1,482.40	1,556.00	1,633.60	1,716.00	1,801.60	1,891.20	1,986.40
	Y	38,542.40	40,456.00	42,473.60	44,616.00	46,841.60	49,171.20	51,646.40
65.9	H	18.61	19.55	20.52	21.55	22.63	23.76	24.95
	B	1,488.80	1,564.00	1,641.60	1,724.00	1,810.40	1,900.80	1,996.00
	Y	38,708.80	40,664.00	42,681.60	44,824.00	47,070.40	49,420.80	51,896.00

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
66.0	H	18.70	19.64	20.62	21.65	22.74	23.87	25.07
	B	1,496.00	1,571.20	1,649.60	1,732.00	1,819.20	1,909.60	2,005.60
	Y	38,896.00	40,851.20	42,889.60	45,032.00	47,299.20	49,649.60	52,145.60
66.1	H	18.80	19.74	20.72	21.76	22.85	23.99	25.19
	B	1,504.00	1,579.20	1,657.60	1,740.80	1,828.00	1,919.20	2,015.20
	Y	39,104.00	41,059.20	43,097.60	45,260.80	47,528.00	49,899.20	52,395.20
66.2	H	18.89	19.84	20.83	21.87	22.96	24.11	25.32
	B	1,511.20	1,587.20	1,666.40	1,749.60	1,836.80	1,928.80	2,025.60
	Y	39,291.20	41,267.20	43,326.40	45,489.60	47,756.80	50,148.80	52,665.60
66.3	H	18.98	19.93	20.93	21.98	23.08	24.23	25.44
	B	1,518.40	1,594.40	1,674.40	1,758.40	1,846.40	1,938.40	2,035.20
	Y	39,478.40	41,454.40	43,534.40	45,718.40	48,006.40	50,398.40	52,915.20
66.4	H	19.08	20.03	21.03	22.09	23.19	24.35	25.57
	B	1,526.40	1,602.40	1,682.40	1,767.20	1,855.20	1,948.00	2,045.60
	Y	39,686.40	41,662.40	43,742.40	45,947.20	48,235.20	50,648.00	53,185.60
66.5	H	19.17	20.13	21.14	22.19	23.30	24.47	25.69
	B	1,533.60	1,610.40	1,691.20	1,775.20	1,864.00	1,957.60	2,055.20
	Y	39,873.60	41,870.40	43,971.20	46,155.20	48,464.00	50,897.60	53,435.20
66.6	H	19.27	20.23	21.24	22.30	23.42	24.59	25.82
	B	1,541.60	1,618.40	1,699.20	1,784.00	1,873.60	1,967.20	2,065.60
	Y	40,081.60	42,078.40	44,179.20	46,384.00	48,713.60	51,147.20	53,705.60
66.7	H	19.36	20.33	21.34	22.41	23.53	24.71	25.94
	B	1,548.80	1,626.40	1,707.20	1,792.80	1,882.40	1,976.80	2,075.20
	Y	40,268.80	42,286.40	44,387.20	46,612.80	48,942.40	51,396.80	53,955.20
66.8	H	19.45	20.42	21.45	22.52	23.64	24.83	26.07
	B	1,556.00	1,633.60	1,716.00	1,801.60	1,891.20	1,986.40	2,085.60
	Y	40,456.00	42,473.60	44,616.00	46,841.60	49,171.20	51,646.40	54,225.60
66.9	H	19.55	20.52	21.55	22.63	23.76	24.95	26.19
	B	1,564.00	1,641.60	1,724.00	1,810.40	1,900.80	1,996.00	2,095.20
	Y	40,664.00	42,681.60	44,824.00	47,070.40	49,420.80	51,896.00	54,475.20

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
67.0	H	19.64	20.62	21.65	22.74	23.87	25.07	26.32
	B	1,571.20	1,649.60	1,732.00	1,819.20	1,909.60	2,005.60	2,105.60
	Y	40,851.20	42,889.60	45,032.00	47,299.20	49,649.60	52,145.60	54,745.60
67.1	H	19.74	20.72	21.76	22.85	23.99	25.19	26.45
	B	1,579.20	1,657.60	1,740.80	1,828.00	1,919.20	2,015.20	2,116.00
	Y	41,059.20	43,097.60	45,260.80	47,528.00	49,899.20	52,395.20	55,016.00
67.2	H	19.84	20.83	21.87	22.96	24.11	25.32	26.58
	B	1,587.20	1,666.40	1,749.60	1,836.80	1,928.80	2,025.60	2,126.40
	Y	41,267.20	43,326.40	45,489.60	47,756.80	50,148.80	52,665.60	55,286.40
67.3	H	19.93	20.93	21.98	23.08	24.23	25.44	26.71
	B	1,594.40	1,674.40	1,758.40	1,846.40	1,938.40	2,035.20	2,136.80
	Y	41,454.40	43,534.40	45,718.40	48,006.40	50,398.40	52,915.20	55,556.80
67.4	H	20.03	21.03	22.09	23.19	24.35	25.57	26.84
	B	1,602.40	1,682.40	1,767.20	1,855.20	1,948.00	2,045.60	2,147.20
	Y	41,662.40	43,742.40	45,947.20	48,235.20	50,648.00	53,185.60	55,827.20
67.5	H	20.13	21.14	22.19	23.30	24.47	25.69	26.98
	B	1,610.40	1,691.20	1,775.20	1,864.00	1,957.60	2,055.20	2,158.40
	Y	41,870.40	43,971.20	46,155.20	48,464.00	50,897.60	53,435.20	56,118.40
67.6	H	20.23	21.24	22.30	23.42	24.59	25.82	27.11
	B	1,618.40	1,699.20	1,784.00	1,873.60	1,967.20	2,065.60	2,168.80
	Y	42,078.40	44,179.20	46,384.00	48,713.60	51,147.20	53,705.60	56,388.80
67.7	H	20.33	21.34	22.41	23.53	24.71	25.94	27.24
	B	1,626.40	1,707.20	1,792.80	1,882.40	1,976.80	2,075.20	2,179.20
	Y	42,286.40	44,387.20	46,612.80	48,942.40	51,396.80	53,955.20	56,659.20
67.8	H	20.42	21.45	22.52	23.64	24.83	26.07	27.37
	B	1,633.60	1,716.00	1,801.60	1,891.20	1,986.40	2,085.60	2,189.60
	Y	42,473.60	44,616.00	46,841.60	49,171.20	51,646.40	54,225.60	56,929.60
67.9	H	20.52	21.55	22.63	23.76	24.95	26.19	27.50
	B	1,641.60	1,724.00	1,810.40	1,900.80	1,996.00	2,095.20	2,200.00
	Y	42,681.60	44,824.00	47,070.40	49,420.80	51,896.00	54,475.20	57,200.00

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
68.0	H	20.62	21.65	22.74	23.87	25.07	26.32	27.63
	B	1,649.60	1,732.00	1,819.20	1,909.60	2,005.60	2,105.60	2,210.40
	Y	42,889.60	45,032.00	47,299.20	49,649.60	52,145.60	54,745.60	57,470.40
68.1	H	20.72	21.76	22.85	23.99	25.19	26.45	27.77
	B	1,657.60	1,740.80	1,828.00	1,919.20	2,015.20	2,116.00	2,221.60
	Y	43,097.60	45,260.80	47,528.00	49,899.20	52,395.20	55,016.00	57,761.60
68.2	H	20.83	21.87	22.96	24.11	25.32	26.58	27.91
	B	1,666.40	1,749.60	1,836.80	1,928.80	2,025.60	2,126.40	2,232.80
	Y	43,326.40	45,489.60	47,756.80	50,148.80	52,665.60	55,286.40	58,052.80
68.3	H	20.93	21.98	23.08	24.23	25.44	26.71	28.05
	B	1,674.40	1,758.40	1,846.40	1,938.40	2,035.20	2,136.80	2,244.00
	Y	43,534.40	45,718.40	48,006.40	50,398.40	52,915.20	55,556.80	58,344.00
68.4	H	21.03	22.09	23.19	24.35	25.57	26.84	28.19
	B	1,682.40	1,767.20	1,855.20	1,948.00	2,045.60	2,147.20	2,255.20
	Y	43,742.40	45,947.20	48,235.20	50,648.00	53,185.60	55,827.20	58,635.20
68.5	H	21.14	22.19	23.30	24.47	25.69	26.98	28.33
	B	1,691.20	1,775.20	1,864.00	1,957.60	2,055.20	2,158.40	2,266.40
	Y	43,971.20	46,155.20	48,464.00	50,897.60	53,435.20	56,118.40	58,926.40
68.6	H	21.24	22.30	23.42	24.59	25.82	27.11	28.46
	B	1,699.20	1,784.00	1,873.60	1,967.20	2,065.60	2,168.80	2,276.80
	Y	44,179.20	46,384.00	48,713.60	51,147.20	53,705.60	56,388.80	59,196.80
68.7	H	21.34	22.41	23.53	24.71	25.94	27.24	28.60
	B	1,707.20	1,792.80	1,882.40	1,976.80	2,075.20	2,179.20	2,288.00
	Y	44,387.20	46,612.80	48,942.40	51,396.80	53,955.20	56,659.20	59,488.00
68.8	H	21.45	22.52	23.64	24.83	26.07	27.37	28.74
	B	1,716.00	1,801.60	1,891.20	1,986.40	2,085.60	2,189.60	2,299.20
	Y	44,616.00	46,841.60	49,171.20	51,646.40	54,225.60	56,929.60	59,779.20
68.9	H	21.55	22.63	23.76	24.95	26.19	27.50	28.88
	B	1,724.00	1,810.40	1,900.80	1,996.00	2,095.20	2,200.00	2,310.40
	Y	44,824.00	47,070.40	49,420.80	51,896.00	54,475.20	57,200.00	60,070.40

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
69.0	H	21.65	22.74	23.87	25.07	26.32	27.63	29.02
	B	1,732.00	1,819.20	1,909.60	2,005.60	2,105.60	2,210.40	2,321.60
	Y	45,032.00	47,299.20	49,649.60	52,145.60	54,745.60	57,470.40	60,361.60
69.1	H	21.76	22.85	23.99	25.19	26.45	27.77	29.16
	B	1,740.80	1,828.00	1,919.20	2,015.20	2,116.00	2,221.60	2,332.80
	Y	45,260.80	47,528.00	49,899.20	52,395.20	55,016.00	57,761.60	60,652.80
69.2	H	21.87	22.96	24.11	25.32	26.58	27.91	29.31
	B	1,749.60	1,836.80	1,928.80	2,025.60	2,126.40	2,232.80	2,344.80
	Y	45,489.60	47,756.80	50,148.80	52,665.60	55,286.40	58,052.80	60,964.80
69.3	H	21.98	23.08	24.23	25.44	26.71	28.05	29.45
	B	1,758.40	1,846.40	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00
	Y	45,718.40	48,006.40	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00
69.4	H	22.09	23.19	24.35	25.57	26.84	28.19	29.60
	B	1,767.20	1,855.20	1,948.00	2,045.60	2,147.20	2,255.20	2,368.00
	Y	45,947.20	48,235.20	50,648.00	53,185.60	55,827.20	58,635.20	61,568.00
69.5	H	22.19	23.30	24.47	25.69	26.98	28.33	29.74
	B	1,775.20	1,864.00	1,957.60	2,055.20	2,158.40	2,266.40	2,379.20
	Y	46,155.20	48,464.00	50,897.60	53,435.20	56,118.40	58,926.40	61,859.20
69.6	H	22.30	23.42	24.59	25.82	27.11	28.46	29.89
	B	1,784.00	1,873.60	1,967.20	2,065.60	2,168.80	2,276.80	2,391.20
	Y	46,384.00	48,713.60	51,147.20	53,705.60	56,388.80	59,196.80	62,171.20
69.7	H	22.41	23.53	24.71	25.94	27.24	28.60	30.03
	B	1,792.80	1,882.40	1,976.80	2,075.20	2,179.20	2,288.00	2,402.40
	Y	46,612.80	48,942.40	51,396.80	53,955.20	56,659.20	59,488.00	62,462.40
69.8	H	22.52	23.64	24.83	26.07	27.37	28.74	30.18
	B	1,801.60	1,891.20	1,986.40	2,085.60	2,189.60	2,299.20	2,414.40
	Y	46,841.60	49,171.20	51,646.40	54,225.60	56,929.60	59,779.20	62,774.40
69.9	H	22.63	23.76	24.95	26.19	27.50	28.88	30.32
	B	1,810.40	1,900.80	1,996.00	2,095.20	2,200.00	2,310.40	2,425.60
	Y	47,070.40	49,420.80	51,896.00	54,475.20	57,200.00	60,070.40	63,065.60

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
70.0	H	22.74	23.87	25.07	26.32	27.63	29.02	30.47
	B	1,819.20	1,909.60	2,005.60	2,105.60	2,210.40	2,321.60	2,437.60
	Y	47,299.20	49,649.60	52,145.60	54,745.60	57,470.40	60,361.60	63,377.60
70.1	H	22.85	23.99	25.19	26.45	27.77	29.16	30.62
	B	1,828.00	1,919.20	2,015.20	2,116.00	2,221.60	2,332.80	2,449.60
	Y	47,528.00	49,899.20	52,395.20	55,016.00	57,761.60	60,652.80	63,689.60
70.2	H	22.96	24.11	25.32	26.58	27.91	29.31	30.77
	B	1,836.80	1,928.80	2,025.60	2,126.40	2,232.80	2,344.80	2,461.60
	Y	47,756.80	50,148.80	52,665.60	55,286.40	58,052.80	60,964.80	64,001.60
70.3	H	23.08	24.23	25.44	26.71	28.05	29.45	30.92
	B	1,846.40	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60
	Y	48,006.40	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60
70.4	H	23.19	24.35	25.57	26.84	28.19	29.60	31.08
	B	1,855.20	1,948.00	2,045.60	2,147.20	2,255.20	2,368.00	2,486.40
	Y	48,235.20	50,648.00	53,185.60	55,827.20	58,635.20	61,568.00	64,646.40
70.5	H	23.30	24.47	25.69	26.98	28.33	29.74	31.23
	B	1,864.00	1,957.60	2,055.20	2,158.40	2,266.40	2,379.20	2,498.40
	Y	48,464.00	50,897.60	53,435.20	56,118.40	58,926.40	61,859.20	64,958.40
70.6	H	23.42	24.59	25.82	27.11	28.46	29.89	31.38
	B	1,873.60	1,967.20	2,065.60	2,168.80	2,276.80	2,391.20	2,510.40
	Y	48,713.60	51,147.20	53,705.60	56,388.80	59,196.80	62,171.20	65,270.40
70.7	H	23.53	24.71	25.94	27.24	28.60	30.03	31.53
	B	1,882.40	1,976.80	2,075.20	2,179.20	2,288.00	2,402.40	2,522.40
	Y	48,942.40	51,396.80	53,955.20	56,659.20	59,488.00	62,462.40	65,582.40
70.8	H	23.64	24.83	26.07	27.37	28.74	30.18	31.69
	B	1,891.20	1,986.40	2,085.60	2,189.60	2,299.20	2,414.40	2,535.20
	Y	49,171.20	51,646.40	54,225.60	56,929.60	59,779.20	62,774.40	65,915.20
70.9	H	23.76	24.95	26.19	27.50	28.88	30.32	31.84
	B	1,900.80	1,996.00	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20
	Y	49,420.80	51,896.00	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20



**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
71.0	H	23.87	25.07	26.32	27.63	29.02	30.47	31.99
	B	1,909.60	2,005.60	2,105.60	2,210.40	2,321.60	2,437.60	2,559.20
	Y	49,649.60	52,145.60	54,745.60	57,470.40	60,361.60	63,377.60	66,539.20
71.1	H	23.99	25.19	26.45	27.77	29.16	30.62	32.15
	B	1,919.20	2,015.20	2,116.00	2,221.60	2,332.80	2,449.60	2,572.00
	Y	49,899.20	52,395.20	55,016.00	57,761.60	60,652.80	63,689.60	66,872.00
71.2	H	24.11	25.32	26.58	27.91	29.31	30.77	32.31
	B	1,928.80	2,025.60	2,126.40	2,232.80	2,344.80	2,461.60	2,584.80
	Y	50,148.80	52,665.60	55,286.40	58,052.80	60,964.80	64,001.60	67,204.80
71.3	H	24.23	25.44	26.71	28.05	29.45	30.92	32.47
	B	1,938.40	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60
	Y	50,398.40	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60
71.4	H	24.35	25.57	26.84	28.19	29.60	31.08	32.63
	B	1,948.00	2,045.60	2,147.20	2,255.20	2,368.00	2,486.40	2,610.40
	Y	50,648.00	53,185.60	55,827.20	58,635.20	61,568.00	64,646.40	67,870.40
71.5	H	24.47	25.69	26.98	28.33	29.74	31.23	32.79
	B	1,957.60	2,055.20	2,158.40	2,266.40	2,379.20	2,498.40	2,623.20
	Y	50,897.60	53,435.20	56,118.40	58,926.40	61,859.20	64,958.40	68,203.20
71.6	H	24.59	25.82	27.11	28.46	29.89	31.38	32.95
	B	1,967.20	2,065.60	2,168.80	2,276.80	2,391.20	2,510.40	2,636.00
	Y	51,147.20	53,705.60	56,388.80	59,196.80	62,171.20	65,270.40	68,536.00
71.7	H	24.71	25.94	27.24	28.60	30.03	31.53	33.11
	B	1,976.80	2,075.20	2,179.20	2,288.00	2,402.40	2,522.40	2,648.80
	Y	51,396.80	53,955.20	56,659.20	59,488.00	62,462.40	65,582.40	68,868.80
71.8	H	24.83	26.07	27.37	28.74	30.18	31.69	33.27
	B	1,986.40	2,085.60	2,189.60	2,299.20	2,414.40	2,535.20	2,661.60
	Y	51,646.40	54,225.60	56,929.60	59,779.20	62,774.40	65,915.20	69,201.60
71.9	H	24.95	26.19	27.50	28.88	30.32	31.84	33.43
	B	1,996.00	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40
	Y	51,896.00	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
72.0	H	25.07	26.32	27.63	29.02	30.47	31.99	33.59
	B	2,005.60	2,105.60	2,210.40	2,321.60	2,437.60	2,559.20	2,687.20
	Y	52,145.60	54,745.60	57,470.40	60,361.60	63,377.60	66,539.20	69,867.20
72.1	H	25.19	26.45	27.77	29.16	30.62	32.15	33.76
	B	2,015.20	2,116.00	2,221.60	2,332.80	2,449.60	2,572.00	2,700.80
	Y	52,395.20	55,016.00	57,761.60	60,652.80	63,689.60	66,872.00	70,220.80
72.2	H	25.32	26.58	27.91	29.31	30.77	32.31	33.93
	B	2,025.60	2,126.40	2,232.80	2,344.80	2,461.60	2,584.80	2,714.40
	Y	52,665.60	55,286.40	58,052.80	60,964.80	64,001.60	67,204.80	70,574.40
72.3	H	25.44	26.71	28.05	29.45	30.92	32.47	34.09
	B	2,035.20	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20
	Y	52,915.20	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20
72.4	H	25.57	26.84	28.19	29.60	31.08	32.63	34.26
	B	2,045.60	2,147.20	2,255.20	2,368.00	2,486.40	2,610.40	2,740.80
	Y	53,185.60	55,827.20	58,635.20	61,568.00	64,646.40	67,870.40	71,260.80
72.5	H	25.69	26.98	28.33	29.74	31.23	32.79	34.43
	B	2,055.20	2,158.40	2,266.40	2,379.20	2,498.40	2,623.20	2,754.40
	Y	53,435.20	56,118.40	58,926.40	61,859.20	64,958.40	68,203.20	71,614.40
72.6	H	25.82	27.11	28.46	29.89	31.38	32.95	34.60
	B	2,065.60	2,168.80	2,276.80	2,391.20	2,510.40	2,636.00	2,768.00
	Y	53,705.60	56,388.80	59,196.80	62,171.20	65,270.40	68,536.00	71,968.00
72.7	H	25.94	27.24	28.60	30.03	31.53	33.11	34.77
	B	2,075.20	2,179.20	2,288.00	2,402.40	2,522.40	2,648.80	2,781.60
	Y	53,955.20	56,659.20	59,488.00	62,462.40	65,582.40	68,868.80	72,321.60
72.8	H	26.07	27.37	28.74	30.18	31.69	33.27	34.93
	B	2,085.60	2,189.60	2,299.20	2,414.40	2,535.20	2,661.60	2,794.40
	Y	54,225.60	56,929.60	59,779.20	62,774.40	65,915.20	69,201.60	72,654.40
72.9	H	26.19	27.50	28.88	30.32	31.84	33.43	35.10
	B	2,095.20	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40	2,808.00
	Y	54,475.20	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40	73,008.00

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
73.0	H	26.32	27.63	29.02	30.47	31.99	33.59	35.27
	B	2,105.60	2,210.40	2,321.60	2,437.60	2,559.20	2,687.20	2,821.60
	Y	54,745.60	57,470.40	60,361.60	63,377.60	66,539.20	69,867.20	73,361.60
73.1	H	26.45	27.77	29.16	30.62	32.15	33.76	35.45
	B	2,116.00	2,221.60	2,332.80	2,449.60	2,572.00	2,700.80	2,836.00
	Y	55,016.00	57,761.60	60,652.80	63,689.60	66,872.00	70,220.80	73,736.00
73.2	H	26.58	27.91	29.31	30.77	32.31	33.93	35.62
	B	2,126.40	2,232.80	2,344.80	2,461.60	2,584.80	2,714.40	2,849.60
	Y	55,286.40	58,052.80	60,964.80	64,001.60	67,204.80	70,574.40	74,089.60
73.3	H	26.71	28.05	29.45	30.92	32.47	34.09	35.80
	B	2,136.80	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,864.00
	Y	55,556.80	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,464.00
73.4	H	26.84	28.19	29.60	31.08	32.63	34.26	35.97
	B	2,147.20	2,255.20	2,368.00	2,486.40	2,610.40	2,740.80	2,877.60
	Y	55,827.20	58,635.20	61,568.00	64,646.40	67,870.40	71,260.80	74,817.60
73.5	H	26.98	28.33	29.74	31.23	32.79	34.43	36.15
	B	2,158.40	2,266.40	2,379.20	2,498.40	2,623.20	2,754.40	2,892.00
	Y	56,118.40	58,926.40	61,859.20	64,958.40	68,203.20	71,614.40	75,192.00
73.6	H	27.11	28.46	29.89	31.38	32.95	34.60	36.33
	B	2,168.80	2,276.80	2,391.20	2,510.40	2,636.00	2,768.00	2,906.40
	Y	56,388.80	59,196.80	62,171.20	65,270.40	68,536.00	71,968.00	75,566.40
73.7	H	27.24	28.60	30.03	31.53	33.11	34.77	36.50
	B	2,179.20	2,288.00	2,402.40	2,522.40	2,648.80	2,781.60	2,920.00
	Y	56,659.20	59,488.00	62,462.40	65,582.40	68,868.80	72,321.60	75,920.00
73.8	H	27.37	28.74	30.18	31.69	33.27	34.93	36.68
	B	2,189.60	2,299.20	2,414.40	2,535.20	2,661.60	2,794.40	2,934.40
	Y	56,929.60	59,779.20	62,774.40	65,915.20	69,201.60	72,654.40	76,294.40
73.9	H	27.50	28.88	30.32	31.84	33.43	35.10	36.86
	B	2,200.00	2,310.40	2,425.60	2,547.20	2,674.40	2,808.00	2,948.80
	Y	57,200.00	60,070.40	63,065.60	66,227.20	69,534.40	73,008.00	76,668.80

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
74.0	H	27.63	29.02	30.47	31.99	33.59	35.27	37.03
	B	2,210.40	2,321.60	2,437.60	2,559.20	2,687.20	2,821.60	2,962.40
	Y	57,470.40	60,361.60	63,377.60	66,539.20	69,867.20	73,361.60	77,022.40
74.1	H	27.77	29.16	30.62	32.15	33.76	35.45	37.22
	B	2,221.60	2,332.80	2,449.60	2,572.00	2,700.80	2,836.00	2,977.60
	Y	57,761.60	60,652.80	63,689.60	66,872.00	70,220.80	73,736.00	77,417.60
74.2	H	27.91	29.31	30.77	32.31	33.93	35.62	37.40
	B	2,232.80	2,344.80	2,461.60	2,584.80	2,714.40	2,849.60	2,992.00
	Y	58,052.80	60,964.80	64,001.60	67,204.80	70,574.40	74,089.60	77,792.00
74.3	H	28.05	29.45	30.92	32.47	34.09	35.80	37.59
	B	2,244.00	2,356.00	2,473.60	2,597.60	2,727.20	2,864.00	3,007.20
	Y	58,344.00	61,256.00	64,313.60	67,537.60	70,907.20	74,464.00	78,187.20
74.4	H	28.19	29.60	31.08	32.63	34.26	35.97	37.77
	B	2,255.20	2,368.00	2,486.40	2,610.40	2,740.80	2,877.60	3,021.60
	Y	58,635.20	61,568.00	64,646.40	67,870.40	71,260.80	74,817.60	78,561.60
74.5	H	28.33	29.74	31.23	32.79	34.43	36.15	37.96
	B	2,266.40	2,379.20	2,498.40	2,623.20	2,754.40	2,892.00	3,036.80
	Y	58,926.40	61,859.20	64,958.40	68,203.20	71,614.40	75,192.00	78,956.80
74.6	H	28.46	29.89	31.38	32.95	34.60	36.33	38.14
	B	2,276.80	2,391.20	2,510.40	2,636.00	2,768.00	2,906.40	3,051.20
	Y	59,196.80	62,171.20	65,270.40	68,536.00	71,968.00	75,566.40	79,331.20
74.7	H	28.60	30.03	31.53	33.11	34.77	36.50	38.33
	B	2,288.00	2,402.40	2,522.40	2,648.80	2,781.60	2,920.00	3,066.40
	Y	59,488.00	62,462.40	65,582.40	68,868.80	72,321.60	75,920.00	79,726.40
74.8	H	28.74	30.18	31.69	33.27	34.93	36.68	38.51
	B	2,299.20	2,414.40	2,535.20	2,661.60	2,794.40	2,934.40	3,080.80
	Y	59,779.20	62,774.40	65,915.20	69,201.60	72,654.40	76,294.40	80,100.80
74.9	H	28.88	30.32	31.84	33.43	35.10	36.86	38.70
	B	2,310.40	2,425.60	2,547.20	2,674.40	2,808.00	2,948.80	3,096.00
	Y	60,070.40	63,065.60	66,227.20	69,534.40	73,008.00	76,668.80	80,496.00

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
75.0	H	29.02	30.47	31.99	33.59	35.27	37.03	38.88
	B	2,321.60	2,437.60	2,559.20	2,687.20	2,821.60	2,962.40	3,110.40
	Y	60,361.60	63,377.60	66,539.20	69,867.20	73,361.60	77,022.40	80,870.40
75.1	H	29.16	30.62	32.15	33.76	35.45	37.22	39.08
	B	2,332.80	2,449.60	2,572.00	2,700.80	2,836.00	2,977.60	3,126.40
	Y	60,652.80	63,689.60	66,872.00	70,220.80	73,736.00	77,417.60	81,286.40
75.2	H	29.31	30.77	32.31	33.93	35.62	37.40	39.27
	B	2,344.80	2,461.60	2,584.80	2,714.40	2,849.60	2,992.00	3,141.60
	Y	60,964.80	64,001.60	67,204.80	70,574.40	74,089.60	77,792.00	81,681.60
75.3	H	29.45	30.92	32.47	34.09	35.80	37.59	39.47
	B	2,356.00	2,473.60	2,597.60	2,727.20	2,864.00	3,007.20	3,157.60
	Y	61,256.00	64,313.60	67,537.60	70,907.20	74,464.00	78,187.20	82,097.60
75.4	H	29.60	31.08	32.63	34.26	35.97	37.77	39.66
	B	2,368.00	2,486.40	2,610.40	2,740.80	2,877.60	3,021.60	3,172.80
	Y	61,568.00	64,646.40	67,870.40	71,260.80	74,817.60	78,561.60	82,492.80
75.5	H	29.74	31.23	32.79	34.43	36.15	37.96	39.86
	B	2,379.20	2,498.40	2,623.20	2,754.40	2,892.00	3,036.80	3,188.80
	Y	61,859.20	64,958.40	68,203.20	71,614.40	75,192.00	78,956.80	82,908.80
75.6	H	29.89	31.38	32.95	34.60	36.33	38.14	40.05
	B	2,391.20	2,510.40	2,636.00	2,768.00	2,906.40	3,051.20	3,204.00
	Y	62,171.20	65,270.40	68,536.00	71,968.00	75,566.40	79,331.20	83,304.00
75.7	H	30.03	31.53	33.11	34.77	36.50	38.33	40.25
	B	2,402.40	2,522.40	2,648.80	2,781.60	2,920.00	3,066.40	3,220.00
	Y	62,462.40	65,582.40	68,868.80	72,321.60	75,920.00	79,726.40	83,720.00
75.8	H	30.18	31.69	33.27	34.93	36.68	38.51	40.44
	B	2,414.40	2,535.20	2,661.60	2,794.40	2,934.40	3,080.80	3,235.20
	Y	62,774.40	65,915.20	69,201.60	72,654.40	76,294.40	80,100.80	84,115.20
75.9	H	30.32	31.84	33.43	35.10	36.86	38.70	40.63
	B	2,425.60	2,547.20	2,674.40	2,808.00	2,948.80	3,096.00	3,250.40
	Y	63,065.60	66,227.20	69,534.40	73,008.00	76,668.80	80,496.00	84,510.40

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
76.0	H	30.47	31.99	33.59	35.27	37.03	38.88	40.83
	B	2,437.60	2,559.20	2,687.20	2,821.60	2,962.40	3,110.40	3,266.40
	Y	63,377.60	66,539.20	69,867.20	73,361.60	77,022.40	80,870.40	84,926.40
76.1	H	30.62	32.15	33.76	35.45	37.22	39.08	41.03
	B	2,449.60	2,572.00	2,700.80	2,836.00	2,977.60	3,126.40	3,282.40
	Y	63,689.60	66,872.00	70,220.80	73,736.00	77,417.60	81,286.40	85,342.40
76.2	H	30.77	32.31	33.93	35.62	37.40	39.27	41.24
	B	2,461.60	2,584.80	2,714.40	2,849.60	2,992.00	3,141.60	3,299.20
	Y	64,001.60	67,204.80	70,574.40	74,089.60	77,792.00	81,681.60	85,779.20
76.3	H	30.92	32.47	34.09	35.80	37.59	39.47	41.44
	B	2,473.60	2,597.60	2,727.20	2,864.00	3,007.20	3,157.60	3,315.20
	Y	64,313.60	67,537.60	70,907.20	74,464.00	78,187.20	82,097.60	86,195.20
76.4	H	31.08	32.63	34.26	35.97	37.77	39.66	41.65
	B	2,486.40	2,610.40	2,740.80	2,877.60	3,021.60	3,172.80	3,332.00
	Y	64,646.40	67,870.40	71,260.80	74,817.60	78,561.60	82,492.80	86,632.00
76.5	H	31.23	32.79	34.43	36.15	37.96	39.86	41.85
	B	2,498.40	2,623.20	2,754.40	2,892.00	3,036.80	3,188.80	3,348.00
	Y	64,958.40	68,203.20	71,614.40	75,192.00	78,956.80	82,908.80	87,048.00
76.6	H	31.38	32.95	34.60	36.33	38.14	40.05	42.05
	B	2,510.40	2,636.00	2,768.00	2,906.40	3,051.20	3,204.00	3,364.00
	Y	65,270.40	68,536.00	71,968.00	75,566.40	79,331.20	83,304.00	87,464.00
76.7	H	31.53	33.11	34.77	36.50	38.33	40.25	42.26
	B	2,522.40	2,648.80	2,781.60	2,920.00	3,066.40	3,220.00	3,380.80
	Y	65,582.40	68,868.80	72,321.60	75,920.00	79,726.40	83,720.00	87,900.80
76.8	H	31.69	33.27	34.93	36.68	38.51	40.44	42.46
	B	2,535.20	2,661.60	2,794.40	2,934.40	3,080.80	3,235.20	3,396.80
	Y	65,915.20	69,201.60	72,654.40	76,294.40	80,100.80	84,115.20	88,316.80
76.9	H	31.84	33.43	35.10	36.86	38.70	40.63	42.67
	B	2,547.20	2,674.40	2,808.00	2,948.80	3,096.00	3,250.40	3,413.60
	Y	66,227.20	69,534.40	73,008.00	76,668.80	80,496.00	84,510.40	88,753.60

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
77.0	H	31.99	33.59	35.27	37.03	38.88	40.83	42.87
	B	2,559.20	2,687.20	2,821.60	2,962.40	3,110.40	3,266.40	3,429.60
	Y	66,539.20	69,867.20	73,361.60	77,022.40	80,870.40	84,926.40	89,169.60
77.1	H	32.15	33.76	35.45	37.22	39.08	41.03	43.08
	B	2,572.00	2,700.80	2,836.00	2,977.60	3,126.40	3,282.40	3,446.40
	Y	66,872.00	70,220.80	73,736.00	77,417.60	81,286.40	85,342.40	89,606.40
77.2	H	32.31	33.93	35.62	37.40	39.27	41.24	43.30
	B	2,584.80	2,714.40	2,849.60	2,992.00	3,141.60	3,299.20	3,464.00
	Y	67,204.80	70,574.40	74,089.60	77,792.00	81,681.60	85,779.20	90,064.00
77.3	H	32.47	34.09	35.80	37.59	39.47	41.44	43.51
	B	2,597.60	2,727.20	2,864.00	3,007.20	3,157.60	3,315.20	3,480.80
	Y	67,537.60	70,907.20	74,464.00	78,187.20	82,097.60	86,195.20	90,500.80
77.4	H	32.63	34.26	35.97	37.77	39.66	41.65	43.73
	B	2,610.40	2,740.80	2,877.60	3,021.60	3,172.80	3,332.00	3,498.40
	Y	67,870.40	71,260.80	74,817.60	78,561.60	82,492.80	86,632.00	90,958.40
77.5	H	32.79	34.43	36.15	37.96	39.86	41.85	43.94
	B	2,623.20	2,754.40	2,892.00	3,036.80	3,188.80	3,348.00	3,515.20
	Y	68,203.20	71,614.40	75,192.00	78,956.80	82,908.80	87,048.00	91,395.20
77.6	H	32.95	34.60	36.33	38.14	40.05	42.05	44.16
	B	2,636.00	2,768.00	2,906.40	3,051.20	3,204.00	3,364.00	3,532.80
	Y	68,536.00	71,968.00	75,566.40	79,331.20	83,304.00	87,464.00	91,852.80
77.7	H	33.11	34.77	36.50	38.33	40.25	42.26	44.37
	B	2,648.80	2,781.60	2,920.00	3,066.40	3,220.00	3,380.80	3,549.60
	Y	68,868.80	72,321.60	75,920.00	79,726.40	83,720.00	87,900.80	92,289.60
77.8	H	33.27	34.93	36.68	38.51	40.44	42.46	44.58
	B	2,661.60	2,794.40	2,934.40	3,080.80	3,235.20	3,396.80	3,566.40
	Y	69,201.60	72,654.40	76,294.40	80,100.80	84,115.20	88,316.80	92,726.40
77.9	H	33.43	35.10	36.86	38.70	40.63	42.67	44.80
	B	2,674.40	2,808.00	2,948.80	3,096.00	3,250.40	3,413.60	3,584.00
	Y	69,534.40	73,008.00	76,668.80	80,496.00	84,510.40	88,753.60	93,184.00

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
78.0	H	33.59	35.27	37.03	38.88	40.83	42.87	45.01
	B	2,687.20	2,821.60	2,962.40	3,110.40	3,266.40	3,429.60	3,600.80
	Y	69,867.20	73,361.60	77,022.40	80,870.40	84,926.40	89,169.60	93,620.80
78.1	H	33.76	35.45	37.22	39.08	41.03	43.08	45.24
	B	2,700.80	2,836.00	2,977.60	3,126.40	3,282.40	3,446.40	3,619.20
	Y	70,220.80	73,736.00	77,417.60	81,286.40	85,342.40	89,606.40	94,099.20
78.2	H	33.93	35.62	37.40	39.27	41.24	43.30	45.46
	B	2,714.40	2,849.60	2,992.00	3,141.60	3,299.20	3,464.00	3,636.80
	Y	70,574.40	74,089.60	77,792.00	81,681.60	85,779.20	90,064.00	94,556.80
78.3	H	34.09	35.80	37.59	39.47	41.44	43.51	45.69
	B	2,727.20	2,864.00	3,007.20	3,157.60	3,315.20	3,480.80	3,655.20
	Y	70,907.20	74,464.00	78,187.20	82,097.60	86,195.20	90,500.80	95,035.20
78.4	H	34.26	35.97	37.77	39.66	41.65	43.73	45.91
	B	2,740.80	2,877.60	3,021.60	3,172.80	3,332.00	3,498.40	3,672.80
	Y	71,260.80	74,817.60	78,561.60	82,492.80	86,632.00	90,958.40	95,492.80
78.5	H	34.43	36.15	37.96	39.86	41.85	43.94	46.14
	B	2,754.40	2,892.00	3,036.80	3,188.80	3,348.00	3,515.20	3,691.20
	Y	71,614.40	75,192.00	78,956.80	82,908.80	87,048.00	91,395.20	95,971.20
78.6	H	34.60	36.33	38.14	40.05	42.05	44.16	46.36
	B	2,768.00	2,906.40	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80
	Y	71,968.00	75,566.40	79,331.20	83,304.00	87,464.00	91,852.80	96,428.80
78.7	H	34.77	36.50	38.33	40.25	42.26	44.37	46.59
	B	2,781.60	2,920.00	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20
	Y	72,321.60	75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20
78.8	H	34.93	36.68	38.51	40.44	42.46	44.58	46.81
	B	2,794.40	2,934.40	3,080.80	3,235.20	3,396.80	3,566.40	3,744.80
	Y	72,654.40	76,294.40	80,100.80	84,115.20	88,316.80	92,726.40	97,364.80
78.9	H	35.10	36.86	38.70	40.63	42.67	44.80	47.04
	B	2,808.00	2,948.80	3,096.00	3,250.40	3,413.60	3,584.00	3,763.20
	Y	73,008.00	76,668.80	80,496.00	84,510.40	88,753.60	93,184.00	97,843.20



**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
79.0	H	35.27	37.03	38.88	40.83	42.87	45.01	47.26
	B	2,821.60	2,962.40	3,110.40	3,266.40	3,429.60	3,600.80	3,780.80
	Y	73,361.60	77,022.40	80,870.40	84,926.40	89,169.60	93,620.80	98,300.80
79.1	H	35.45	37.22	39.08	41.03	43.08	45.24	47.50
	B	2,836.00	2,977.60	3,126.40	3,282.40	3,446.40	3,619.20	3,800.00
	Y	73,736.00	77,417.60	81,286.40	85,342.40	89,606.40	94,099.20	98,800.00
79.2	H	35.62	37.40	39.27	41.24	43.30	45.46	47.74
	B	2,849.60	2,992.00	3,141.60	3,299.20	3,464.00	3,636.80	3,819.20
	Y	74,089.60	77,792.00	81,681.60	85,779.20	90,064.00	94,556.80	99,299.20
79.3	H	35.80	37.59	39.47	41.44	43.51	45.69	47.97
	B	2,864.00	3,007.20	3,157.60	3,315.20	3,480.80	3,655.20	3,837.60
	Y	74,464.00	78,187.20	82,097.60	86,195.20	90,500.80	95,035.20	99,777.60
79.4	H	35.97	37.77	39.66	41.65	43.73	45.91	48.21
	B	2,877.60	3,021.60	3,172.80	3,332.00	3,498.40	3,672.80	3,856.80
	Y	74,817.60	78,561.60	82,492.80	86,632.00	90,958.40	95,492.80	100,276.80
79.5	H	36.15	37.96	39.86	41.85	43.94	46.14	48.45
	B	2,892.00	3,036.80	3,188.80	3,348.00	3,515.20	3,691.20	3,876.00
	Y	75,192.00	78,956.80	82,908.80	87,048.00	91,395.20	95,971.20	100,776.00
79.6	H	36.33	38.14	40.05	42.05	44.16	46.36	48.68
	B	2,906.40	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80	3,894.40
	Y	75,566.40	79,331.20	83,304.00	87,464.00	91,852.80	96,428.80	101,254.40
79.7	H	36.50	38.33	40.25	42.26	44.37	46.59	48.92
	B	2,920.00	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20	3,913.60
	Y	75,920.00	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20	101,753.60
79.8	H	36.68	38.51	40.44	42.46	44.58	46.81	49.15
	B	2,934.40	3,080.80	3,235.20	3,396.80	3,566.40	3,744.80	3,932.00
	Y	76,294.40	80,100.80	84,115.20	88,316.80	92,726.40	97,364.80	102,232.00
79.9	H	36.86	38.70	40.63	42.67	44.80	47.04	49.39
	B	2,948.80	3,096.00	3,250.40	3,413.60	3,584.00	3,763.20	3,951.20
	Y	76,668.80	80,496.00	84,510.40	88,753.60	93,184.00	97,843.20	102,731.20

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
80.0	H	37.03	38.88	40.83	42.87	45.01	47.26	49.63
	B	2,962.40	3,110.40	3,266.40	3,429.60	3,600.80	3,780.80	3,970.40
	Y	77,022.40	80,870.40	84,926.40	89,169.60	93,620.80	98,300.80	103,230.40
80.1	H	37.22	39.08	41.03	43.08	45.24	47.50	49.88
	B	2,977.60	3,126.40	3,282.40	3,446.40	3,619.20	3,800.00	3,990.40
	Y	77,417.60	81,286.40	85,342.40	89,606.40	94,099.20	98,800.00	103,750.40
80.2	H	37.40	39.27	41.24	43.30	45.46	47.74	50.12
	B	2,992.00	3,141.60	3,299.20	3,464.00	3,636.80	3,819.20	4,009.60
	Y	77,792.00	81,681.60	85,779.20	90,064.00	94,556.80	99,299.20	104,249.60
80.3	H	37.59	39.47	41.44	43.51	45.69	47.97	50.37
	B	3,007.20	3,157.60	3,315.20	3,480.80	3,655.20	3,837.60	4,029.60
	Y	78,187.20	82,097.60	86,195.20	90,500.80	95,035.20	99,777.60	104,769.60
80.4	H	37.77	39.66	41.65	43.73	45.91	48.21	50.62
	B	3,021.60	3,172.80	3,332.00	3,498.40	3,672.80	3,856.80	4,049.60
	Y	78,561.60	82,492.80	86,632.00	90,958.40	95,492.80	100,276.80	105,289.60
80.5	H	37.96	39.86	41.85	43.94	46.14	48.45	50.87
	B	3,036.80	3,188.80	3,348.00	3,515.20	3,691.20	3,876.00	4,069.60
	Y	78,956.80	82,908.80	87,048.00	91,395.20	95,971.20	100,776.00	105,809.60
80.6	H	38.14	40.05	42.05	44.16	46.36	48.68	51.12
	B	3,051.20	3,204.00	3,364.00	3,532.80	3,708.80	3,894.40	4,089.60
	Y	79,331.20	83,304.00	87,464.00	91,852.80	96,428.80	101,254.40	106,329.60
80.7	H	38.33	40.25	42.26	44.37	46.59	48.92	51.36
	B	3,066.40	3,220.00	3,380.80	3,549.60	3,727.20	3,913.60	4,108.80
	Y	79,726.40	83,720.00	87,900.80	92,289.60	96,907.20	101,753.60	106,828.80
80.8	H	38.51	40.44	42.46	44.58	46.81	49.15	51.61
	B	3,080.80	3,235.20	3,396.80	3,566.40	3,744.80	3,932.00	4,128.80
	Y	80,100.80	84,115.20	88,316.80	92,726.40	97,364.80	102,232.00	107,348.80
80.9	H	38.70	40.63	42.67	44.80	47.04	49.39	51.86
	B	3,096.00	3,250.40	3,413.60	3,584.00	3,763.20	3,951.20	4,148.80
	Y	80,496.00	84,510.40	88,753.60	93,184.00	97,843.20	102,731.20	107,868.80

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
81.0	H	38.88	40.83	42.87	45.01	47.26	49.63	52.11
	B	3,110.40	3,266.40	3,429.60	3,600.80	3,780.80	3,970.40	4,168.80
	Y	80,870.40	84,926.40	89,169.60	93,620.80	98,300.80	103,230.40	108,388.80
81.1	H	39.08	41.03	43.08	45.24	47.50	49.88	52.37
	B	3,126.40	3,282.40	3,446.40	3,619.20	3,800.00	3,990.40	4,189.60
	Y	81,286.40	85,342.40	89,606.40	94,099.20	98,800.00	103,750.40	108,929.60
81.2	H	39.27	41.24	43.30	45.46	47.74	50.12	52.63
	B	3,141.60	3,299.20	3,464.00	3,636.80	3,819.20	4,009.60	4,210.40
	Y	81,681.60	85,779.20	90,064.00	94,556.80	99,299.20	104,249.60	109,470.40
81.3	H	39.47	41.44	43.51	45.69	47.97	50.37	52.89
	B	3,157.60	3,315.20	3,480.80	3,655.20	3,837.60	4,029.60	4,231.20
	Y	82,097.60	86,195.20	90,500.80	95,035.20	99,777.60	104,769.60	110,011.20
81.4	H	39.66	41.65	43.73	45.91	48.21	50.62	53.15
	B	3,172.80	3,332.00	3,498.40	3,672.80	3,856.80	4,049.60	4,252.00
	Y	82,492.80	86,632.00	90,958.40	95,492.80	100,276.80	105,289.60	110,552.00
81.5	H	39.86	41.85	43.94	46.14	48.45	50.87	53.41
	B	3,188.80	3,348.00	3,515.20	3,691.20	3,876.00	4,069.60	4,272.80
	Y	82,908.80	87,048.00	91,395.20	95,971.20	100,776.00	105,809.60	111,092.80
81.6	H	40.05	42.05	44.16	46.36	48.68	51.12	53.67
	B	3,204.00	3,364.00	3,532.80	3,708.80	3,894.40	4,089.60	4,293.60
	Y	83,304.00	87,464.00	91,852.80	96,428.80	101,254.40	106,329.60	111,633.60
81.7	H	40.25	42.26	44.37	46.59	48.92	51.36	53.93
	B	3,220.00	3,380.80	3,549.60	3,727.20	3,913.60	4,108.80	4,314.40
	Y	83,720.00	87,900.80	92,289.60	96,907.20	101,753.60	106,828.80	112,174.40
81.8	H	40.44	42.46	44.58	46.81	49.15	51.61	54.19
	B	3,235.20	3,396.80	3,566.40	3,744.80	3,932.00	4,128.80	4,335.20
	Y	84,115.20	88,316.80	92,726.40	97,364.80	102,232.00	107,348.80	112,715.20
81.9	H	40.63	42.67	44.80	47.04	49.39	51.86	54.45
	B	3,250.40	3,413.60	3,584.00	3,763.20	3,951.20	4,148.80	4,356.00
	Y	84,510.40	88,753.60	93,184.00	97,843.20	102,731.20	107,868.80	113,256.00

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
82.0	H	40.83	42.87	45.01	47.26	49.63	52.11	54.71
	B	3,266.40	3,429.60	3,600.80	3,780.80	3,970.40	4,168.80	4,376.80
	Y	84,926.40	89,169.60	93,620.80	98,300.80	103,230.40	108,388.80	113,796.80
82.1	H	41.03	43.08	45.24	47.50	49.88	52.37	54.99
	B	3,282.40	3,446.40	3,619.20	3,800.00	3,990.40	4,189.60	4,399.20
	Y	85,342.40	89,606.40	94,099.20	98,800.00	103,750.40	108,929.60	114,379.20
82.2	H	41.24	43.30	45.46	47.74	50.12	52.63	55.26
	B	3,299.20	3,464.00	3,636.80	3,819.20	4,009.60	4,210.40	4,420.80
	Y	85,779.20	90,064.00	94,556.80	99,299.20	104,249.60	109,470.40	114,940.80
82.3	H	41.44	43.51	45.69	47.97	50.37	52.89	55.53
	B	3,315.20	3,480.80	3,655.20	3,837.60	4,029.60	4,231.20	4,442.40
	Y	86,195.20	90,500.80	95,035.20	99,777.60	104,769.60	110,011.20	115,502.40
82.4	H	41.65	43.73	45.91	48.21	50.62	53.15	55.81
	B	3,332.00	3,498.40	3,672.80	3,856.80	4,049.60	4,252.00	4,464.80
	Y	86,632.00	90,958.40	95,492.80	100,276.80	105,289.60	110,552.00	116,084.80
82.5	H	41.85	43.94	46.14	48.45	50.87	53.41	56.08
	B	3,348.00	3,515.20	3,691.20	3,876.00	4,069.60	4,272.80	4,486.40
	Y	87,048.00	91,395.20	95,971.20	100,776.00	105,809.60	111,092.80	116,646.40
82.6	H	42.05	44.16	46.36	48.68	51.12	53.67	56.36
	B	3,364.00	3,532.80	3,708.80	3,894.40	4,089.60	4,293.60	4,508.80
	Y	87,464.00	91,852.80	96,428.80	101,254.40	106,329.60	111,633.60	117,228.80
82.7	H	42.26	44.37	46.59	48.92	51.36	53.93	56.63
	B	3,380.80	3,549.60	3,727.20	3,913.60	4,108.80	4,314.40	4,530.40
	Y	87,900.80	92,289.60	96,907.20	101,753.60	106,828.80	112,174.40	117,790.40
82.8	H	42.46	44.58	46.81	49.15	51.61	54.19	56.90
	B	3,396.80	3,566.40	3,744.80	3,932.00	4,128.80	4,335.20	4,552.00
	Y	88,316.80	92,726.40	97,364.80	102,232.00	107,348.80	112,715.20	118,352.00
82.9	H	42.67	44.80	47.04	49.39	51.86	54.45	57.18
	B	3,413.60	3,584.00	3,763.20	3,951.20	4,148.80	4,356.00	4,574.40
	Y	88,753.60	93,184.00	97,843.20	102,731.20	107,868.80	113,256.00	118,934.40

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
83.0	H	42.87	45.01	47.26	49.63	52.11	54.71	57.45
	B	3,429.60	3,600.80	3,780.80	3,970.40	4,168.80	4,376.80	4,596.00
	Y	89,169.60	93,620.80	98,300.80	103,230.40	108,388.80	113,796.80	119,496.00
83.1	H	43.08	45.24	47.50	49.88	52.37	54.99	57.74
	B	3,446.40	3,619.20	3,800.00	3,990.40	4,189.60	4,399.20	4,619.20
	Y	89,606.40	94,099.20	98,800.00	103,750.40	108,929.60	114,379.20	120,099.20
83.2	H	43.30	45.46	47.74	50.12	52.63	55.26	58.02
	B	3,464.00	3,636.80	3,819.20	4,009.60	4,210.40	4,420.80	4,641.60
	Y	90,064.00	94,556.80	99,299.20	104,249.60	109,470.40	114,940.80	120,681.60
83.3	H	43.51	45.69	47.97	50.37	52.89	55.53	58.31
	B	3,480.80	3,655.20	3,837.60	4,029.60	4,231.20	4,442.40	4,664.80
	Y	90,500.80	95,035.20	99,777.60	104,769.60	110,011.20	115,502.40	121,284.80
83.4	H	43.73	45.91	48.21	50.62	53.15	55.81	58.60
	B	3,498.40	3,672.80	3,856.80	4,049.60	4,252.00	4,464.80	4,688.00
	Y	90,958.40	95,492.80	100,276.80	105,289.60	110,552.00	116,084.80	121,888.00
83.5	H	43.94	46.14	48.45	50.87	53.41	56.08	58.89
	B	3,515.20	3,691.20	3,876.00	4,069.60	4,272.80	4,486.40	4,711.20
	Y	91,395.20	95,971.20	100,776.00	105,809.60	111,092.80	116,646.40	122,491.20
83.6	H	44.16	46.36	48.68	51.12	53.67	56.36	59.17
	B	3,532.80	3,708.80	3,894.40	4,089.60	4,293.60	4,508.80	4,733.60
	Y	91,852.80	96,428.80	101,254.40	106,329.60	111,633.60	117,228.80	123,073.60
83.7	H	44.37	46.59	48.92	51.36	53.93	56.63	59.46
	B	3,549.60	3,727.20	3,913.60	4,108.80	4,314.40	4,530.40	4,756.80
	Y	92,289.60	96,907.20	101,753.60	106,828.80	112,174.40	117,790.40	123,676.80
83.8	H	44.58	46.81	49.15	51.61	54.19	56.90	59.75
	B	3,566.40	3,744.80	3,932.00	4,128.80	4,335.20	4,552.00	4,780.00
	Y	92,726.40	97,364.80	102,232.00	107,348.80	112,715.20	118,352.00	124,280.00
83.9	H	44.80	47.04	49.39	51.86	54.45	57.18	60.04
	B	3,584.00	3,763.20	3,951.20	4,148.80	4,356.00	4,574.40	4,803.20
	Y	93,184.00	97,843.20	102,731.20	107,868.80	113,256.00	118,934.40	124,883.20

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
84.0	H	45.01	47.26	49.63	52.11	54.71	57.45	60.32
	B	3,600.80	3,780.80	3,970.40	4,168.80	4,376.80	4,596.00	4,825.60
	Y	93,620.80	98,300.80	103,230.40	108,388.80	113,796.80	119,496.00	125,465.60
84.1	H	45.24	47.50	49.88	52.37	54.99	57.74	60.62
	B	3,619.20	3,800.00	3,990.40	4,189.60	4,399.20	4,619.20	4,849.60
	Y	94,099.20	98,800.00	103,750.40	108,929.60	114,379.20	120,099.20	126,089.60
84.2	H	45.46	47.74	50.12	52.63	55.26	58.02	60.93
	B	3,636.80	3,819.20	4,009.60	4,210.40	4,420.80	4,641.60	4,874.40
	Y	94,556.80	99,299.20	104,249.60	109,470.40	114,940.80	120,681.60	126,734.40
84.3	H	45.69	47.97	50.37	52.89	55.53	58.31	61.23
	B	3,655.20	3,837.60	4,029.60	4,231.20	4,442.40	4,664.80	4,898.40
	Y	95,035.20	99,777.60	104,769.60	110,011.20	115,502.40	121,284.80	127,358.40
84.4	H	45.91	48.21	50.62	53.15	55.81	58.60	61.53
	B	3,672.80	3,856.80	4,049.60	4,252.00	4,464.80	4,688.00	4,922.40
	Y	95,492.80	100,276.80	105,289.60	110,552.00	116,084.80	121,888.00	127,982.40
84.5	H	46.14	48.45	50.87	53.41	56.08	58.89	61.83
	B	3,691.20	3,876.00	4,069.60	4,272.80	4,486.40	4,711.20	4,946.40
	Y	95,971.20	100,776.00	105,809.60	111,092.80	116,646.40	122,491.20	128,606.40
84.6	H	46.36	48.68	51.12	53.67	56.36	59.17	62.13
	B	3,708.80	3,894.40	4,089.60	4,293.60	4,508.80	4,733.60	4,970.40
	Y	96,428.80	101,254.40	106,329.60	111,633.60	117,228.80	123,073.60	129,230.40
84.7	H	46.59	48.92	51.36	53.93	56.63	59.46	62.43
	B	3,727.20	3,913.60	4,108.80	4,314.40	4,530.40	4,756.80	4,994.40
	Y	96,907.20	101,753.60	106,828.80	112,174.40	117,790.40	123,676.80	129,854.40
84.8	H	46.81	49.15	51.61	54.19	56.90	59.75	62.74
	B	3,744.80	3,932.00	4,128.80	4,335.20	4,552.00	4,780.00	5,019.20
	Y	97,364.80	102,232.00	107,348.80	112,715.20	118,352.00	124,280.00	130,499.20
84.9	H	47.04	49.39	51.86	54.45	57.18	60.04	63.04
	B	3,763.20	3,951.20	4,148.80	4,356.00	4,574.40	4,803.20	5,043.20
	Y	97,843.20	102,731.20	107,868.80	113,256.00	118,934.40	124,883.20	131,123.20

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
85.0	H	47.26	49.63	52.11	54.71	57.45	60.32	63.34
	B	3,780.80	3,970.40	4,168.80	4,376.80	4,596.00	4,825.60	5,067.20
	Y	98,300.80	103,230.40	108,388.80	113,796.80	119,496.00	125,465.60	131,747.20
85.1	H	47.50	49.88	52.37	54.99	57.74	60.62	63.66
	B	3,800.00	3,990.40	4,189.60	4,399.20	4,619.20	4,849.60	5,092.80
	Y	98,800.00	103,750.40	108,929.60	114,379.20	120,099.20	126,089.60	132,412.80
85.2	H	47.74	50.12	52.63	55.26	58.02	60.93	63.97
	B	3,819.20	4,009.60	4,210.40	4,420.80	4,641.60	4,874.40	5,117.60
	Y	99,299.20	104,249.60	109,470.40	114,940.80	120,681.60	126,734.40	133,057.60
85.3	H	47.97	50.37	52.89	55.53	58.31	61.23	64.29
	B	3,837.60	4,029.60	4,231.20	4,442.40	4,664.80	4,898.40	5,143.20
	Y	99,777.60	104,769.60	110,011.20	115,502.40	121,284.80	127,358.40	133,723.20
85.4	H	48.21	50.62	53.15	55.81	58.60	61.53	64.61
	B	3,856.80	4,049.60	4,252.00	4,464.80	4,688.00	4,922.40	5,168.80
	Y	100,276.80	105,289.60	110,552.00	116,084.80	121,888.00	127,982.40	134,388.80
85.5	H	48.45	50.87	53.41	56.08	58.89	61.83	64.92
	B	3,876.00	4,069.60	4,272.80	4,486.40	4,711.20	4,946.40	5,193.60
	Y	100,776.00	105,809.60	111,092.80	116,646.40	122,491.20	128,606.40	135,033.60
85.6	H	48.68	51.12	53.67	56.36	59.17	62.13	65.24
	B	3,894.40	4,089.60	4,293.60	4,508.80	4,733.60	4,970.40	5,219.20
	Y	101,254.40	106,329.60	111,633.60	117,228.80	123,073.60	129,230.40	135,699.20
85.7	H	48.92	51.36	53.93	56.63	59.46	62.43	65.56
	B	3,913.60	4,108.80	4,314.40	4,530.40	4,756.80	4,994.40	5,244.80
	Y	101,753.60	106,828.80	112,174.40	117,790.40	123,676.80	129,854.40	136,364.80
85.8	H	49.15	51.61	54.19	56.90	59.75	62.74	65.87
	B	3,932.00	4,128.80	4,335.20	4,552.00	4,780.00	5,019.20	5,269.60
	Y	102,232.00	107,348.80	112,715.20	118,352.00	124,280.00	130,499.20	137,009.60
85.9	H	49.39	51.86	54.45	57.18	60.04	63.04	66.19
	B	3,951.20	4,148.80	4,356.00	4,574.40	4,803.20	5,043.20	5,295.20
	Y	102,731.20	107,868.80	113,256.00	118,934.40	124,883.20	131,123.20	137,675.20

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
86.0	H	49.63	52.11	54.71	57.45	60.32	63.34	66.51
	B	3,970.40	4,168.80	4,376.80	4,596.00	4,825.60	5,067.20	5,320.80
	Y	103,230.40	108,388.80	113,796.80	119,496.00	125,465.60	131,747.20	138,340.80
86.1	H	49.88	52.37	54.99	57.74	60.62	63.66	66.84
	B	3,990.40	4,189.60	4,399.20	4,619.20	4,849.60	5,092.80	5,347.20
	Y	103,750.40	108,929.60	114,379.20	120,099.20	126,089.60	132,412.80	139,027.20
86.2	H	50.12	52.63	55.26	58.02	60.93	63.97	67.17
	B	4,009.60	4,210.40	4,420.80	4,641.60	4,874.40	5,117.60	5,373.60
	Y	104,249.60	109,470.40	114,940.80	120,681.60	126,734.40	133,057.60	139,713.60
86.3	H	50.37	52.89	55.53	58.31	61.23	64.29	67.50
	B	4,029.60	4,231.20	4,442.40	4,664.80	4,898.40	5,143.20	5,400.00
	Y	104,769.60	110,011.20	115,502.40	121,284.80	127,358.40	133,723.20	140,400.00
86.4	H	50.62	53.15	55.81	58.60	61.53	64.61	67.84
	B	4,049.60	4,252.00	4,464.80	4,688.00	4,922.40	5,168.80	5,427.20
	Y	105,289.60	110,552.00	116,084.80	121,888.00	127,982.40	134,388.80	141,107.20
86.5	H	50.87	53.41	56.08	58.89	61.83	64.92	68.17
	B	4,069.60	4,272.80	4,486.40	4,711.20	4,946.40	5,193.60	5,453.60
	Y	105,809.60	111,092.80	116,646.40	122,491.20	128,606.40	135,033.60	141,793.60
86.6	H	51.12	53.67	56.36	59.17	62.13	65.24	68.50
	B	4,089.60	4,293.60	4,508.80	4,733.60	4,970.40	5,219.20	5,480.00
	Y	106,329.60	111,633.60	117,228.80	123,073.60	129,230.40	135,699.20	142,480.00
86.7	H	51.36	53.93	56.63	59.46	62.43	65.56	68.83
	B	4,108.80	4,314.40	4,530.40	4,756.80	4,994.40	5,244.80	5,506.40
	Y	106,828.80	112,174.40	117,790.40	123,676.80	129,854.40	136,364.80	143,166.40
86.8	H	51.61	54.19	56.90	59.75	62.74	65.87	69.17
	B	4,128.80	4,335.20	4,552.00	4,780.00	5,019.20	5,269.60	5,533.60
	Y	107,348.80	112,715.20	118,352.00	124,280.00	130,499.20	137,009.60	143,873.60
86.9	H	51.86	54.45	57.18	60.04	63.04	66.19	69.50
	B	4,148.80	4,356.00	4,574.40	4,803.20	5,043.20	5,295.20	5,560.00
	Y	107,868.80	113,256.00	118,934.40	124,883.20	131,123.20	137,675.20	144,560.00



**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
87.0	H	52.11	54.71	57.45	60.32	63.34	66.51	69.83
	B	4,168.80	4,376.80	4,596.00	4,825.60	5,067.20	5,320.80	5,586.40
	Y	108,388.80	113,796.80	119,496.00	125,465.60	131,747.20	138,340.80	145,246.40
87.1	H	52.37	54.99	57.74	60.62	63.66	66.84	70.18
	B	4,189.60	4,399.20	4,619.20	4,849.60	5,092.80	5,347.20	5,614.40
	Y	108,929.60	114,379.20	120,099.20	126,089.60	132,412.80	139,027.20	145,974.40
87.2	H	52.63	55.26	58.02	60.93	63.97	67.17	70.53
	B	4,210.40	4,420.80	4,641.60	4,874.40	5,117.60	5,373.60	5,642.40
	Y	109,470.40	114,940.80	120,681.60	126,734.40	133,057.60	139,713.60	146,702.40
87.3	H	52.89	55.53	58.31	61.23	64.29	67.50	70.88
	B	4,231.20	4,442.40	4,664.80	4,898.40	5,143.20	5,400.00	5,670.40
	Y	110,011.20	115,502.40	121,284.80	127,358.40	133,723.20	140,400.00	147,430.40
87.4	H	53.15	55.81	58.60	61.53	64.61	67.84	71.23
	B	4,252.00	4,464.80	4,688.00	4,922.40	5,168.80	5,427.20	5,698.40
	Y	110,552.00	116,084.80	121,888.00	127,982.40	134,388.80	141,107.20	148,158.40
87.5	H	53.41	56.08	58.89	61.83	64.92	68.17	71.58
	B	4,272.80	4,486.40	4,711.20	4,946.40	5,193.60	5,453.60	5,726.40
	Y	111,092.80	116,646.40	122,491.20	128,606.40	135,033.60	141,793.60	148,886.40
87.6	H	53.67	56.36	59.17	62.13	65.24	68.50	71.93
	B	4,293.60	4,508.80	4,733.60	4,970.40	5,219.20	5,480.00	5,754.40
	Y	111,633.60	117,228.80	123,073.60	129,230.40	135,699.20	142,480.00	149,614.40
87.7	H	53.93	56.63	59.46	62.43	65.56	68.83	72.27
	B	4,314.40	4,530.40	4,756.80	4,994.40	5,244.80	5,506.40	5,781.60
	Y	112,174.40	117,790.40	123,676.80	129,854.40	136,364.80	143,166.40	150,321.60
87.8	H	54.19	56.90	59.75	62.74	65.87	69.17	72.62
	B	4,335.20	4,552.00	4,780.00	5,019.20	5,269.60	5,533.60	5,809.60
	Y	112,715.20	118,352.00	124,280.00	130,499.20	137,009.60	143,873.60	151,049.60
87.9	H	54.45	57.18	60.04	63.04	66.19	69.50	72.97
	B	4,356.00	4,574.40	4,803.20	5,043.20	5,295.20	5,560.00	5,837.60
	Y	113,256.00	118,934.40	124,883.20	131,123.20	137,675.20	144,560.00	151,777.60

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP**

RANGE		STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G
88.0	H	54.72	57.47	60.34	63.36	66.52	69.85	73.33
	B	4,377.60	4,597.60	4,827.20	5,068.80	5,321.60	5,588.00	5,866.40
	Y	113,817.60	119,537.60	125,507.20	131,788.80	138,361.60	145,288.00	152,526.40
88.1	H	54.99	57.76	60.64	63.68	66.85	70.20	73.70
	B	4,399.20	4,620.80	4,851.20	5,094.40	5,348.00	5,616.00	5,896.00
	Y	114,379.20	120,140.80	126,131.20	132,454.40	139,048.00	146,016.00	153,296.00
88.2	H	55.26	58.05	60.94	64.00	67.18	70.55	74.07
	B	4,420.80	4,644.00	4,875.20	5,120.00	5,374.40	5,644.00	5,925.60
	Y	114,940.80	120,744.00	126,755.20	133,120.00	139,734.40	146,744.00	154,065.60
88.3	H	55.54	58.34	61.24	64.32	67.52	70.90	74.44
	B	4,443.20	4,667.20	4,899.20	5,145.60	5,401.60	5,672.00	5,955.20
	Y	115,523.20	121,347.20	127,379.20	133,785.60	140,441.60	147,472.00	154,835.20

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP  
FOR ALL STEP PEACE OFFICERS  
(Exhibit D)**

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP FOR PEACE OFFICERS (PO) - ANNUAL**

<b>Ranges</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
0	\$89,124							
1	\$ 98,037	\$100,978	\$104,008	\$107,128	\$110,342	\$113,652	\$117,062	\$120,574
2	\$102,939	\$106,027	\$109,208	\$112,484	\$115,859	\$119,335	\$122,915	\$126,602
3	\$108,086	\$111,329	\$114,669	\$118,109	\$121,652	\$125,301	\$129,060	\$132,932
4	\$113,490	\$116,895	\$120,402	\$124,014	\$127,734	\$131,567	\$135,514	\$139,579
5	\$119,165	\$122,740	\$126,422	\$130,215	\$134,121	\$138,145	\$142,289	\$146,558
6	\$125,123	\$128,877	\$132,743	\$136,725	\$140,827	\$145,052	\$149,404	\$153,886
7	\$131,379	\$135,321	\$139,380	\$143,562	\$147,869	\$152,305	\$156,874	\$161,580
8	\$137,948	\$142,087	\$146,349	\$150,740	\$155,262	\$159,920	\$164,718	\$169,659
9	\$144,846	\$149,191	\$153,667	\$158,277	\$163,025	\$167,916	\$172,953	\$178,142
10	\$152,088	\$156,651	\$161,350	\$166,191	\$171,176	\$176,312	\$181,601	\$187,049
11	\$159,692	\$164,483	\$169,418	\$174,500	\$179,735	\$185,127	\$190,681	\$196,402
12	\$167,677	\$172,707	\$177,889	\$183,225	\$188,722	\$194,384	\$200,215	\$206,222
13	\$176,061	\$181,343	\$186,783	\$192,386	\$198,158	\$204,103	\$210,226	\$216,533
14	\$184,864	\$190,410	\$196,122	\$202,006	\$208,066	\$214,308	\$220,737	\$227,359
15	\$194,107	\$199,930	\$205,928	\$212,106	\$218,469	\$225,023	\$231,774	\$238,727
16	\$203,812	\$209,927	\$216,225	\$222,711	\$229,393	\$236,275	\$243,363	\$250,664
17	\$214,003	\$220,423	\$227,036	\$233,847	\$240,862	\$248,088	\$255,531	\$263,197
18	\$224,703	\$231,444	\$238,388	\$245,539	\$252,906	\$260,493	\$268,307	\$276,357
19	\$235,938	\$243,017	\$250,307	\$257,816	\$265,551	\$273,517	\$281,723	\$290,175
20	\$247,735	\$255,167	\$262,822	\$270,707	\$278,828	\$287,193	\$295,809	\$304,683

**Longevity  
Pay**

10 Years	5.00%
15 Years	4.00%
19 Years	3.00%
Max Longevity	12.0%

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP FOR PEACE OFFICERS (PO) – BIWEEKLY**

<b>Ranges</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
0	\$3,427.85							
1	\$3,770.67	\$3,883.79	\$4,000.30	\$4,120.31	\$4,243.92	\$4,371.23	\$4,502.37	\$4,637.44
2	\$3,959.20	\$4,077.97	\$4,200.31	\$4,326.32	\$4,456.11	\$4,589.80	\$4,727.49	\$4,869.31
3	\$4,157.16	\$4,281.87	\$4,410.33	\$4,542.64	\$4,678.92	\$4,819.29	\$4,963.86	\$5,112.78
4	\$4,365.02	\$4,495.97	\$4,630.85	\$4,769.77	\$4,912.86	\$5,060.25	\$5,212.06	\$5,368.42
5	\$4,583.27	\$4,720.77	\$4,862.39	\$5,008.26	\$5,158.51	\$5,313.26	\$5,472.66	\$5,636.84
6	\$4,812.43	\$4,956.80	\$5,105.51	\$5,258.67	\$5,416.43	\$5,578.93	\$5,746.29	\$5,918.68
7	\$5,053.05	\$5,204.64	\$5,360.78	\$5,521.61	\$5,687.25	\$5,857.87	\$6,033.61	\$6,214.62
8	\$5,305.70	\$5,464.88	\$5,628.82	\$5,797.69	\$5,971.62	\$6,150.77	\$6,335.29	\$6,525.35
9	\$5,570.99	\$5,738.12	\$5,910.26	\$6,087.57	\$6,270.20	\$6,458.30	\$6,652.05	\$6,851.61
10	\$5,849.54	\$6,025.03	\$6,205.78	\$6,391.95	\$6,583.71	\$6,781.22	\$6,984.66	\$7,194.20
11	\$6,142.02	\$6,326.28	\$6,516.07	\$6,711.55	\$6,912.89	\$7,120.28	\$7,333.89	\$7,553.91
12	\$6,449.12	\$6,642.59	\$6,841.87	\$7,047.12	\$7,258.54	\$7,476.29	\$7,700.58	\$7,931.60
13	\$6,771.57	\$6,974.72	\$7,183.96	\$7,399.48	\$7,621.47	\$7,850.11	\$8,085.61	\$8,328.18
14	\$7,110.15	\$7,323.46	\$7,543.16	\$7,769.45	\$8,002.54	\$8,242.61	\$8,489.89	\$8,744.59
15	\$7,465.66	\$7,689.63	\$7,920.32	\$8,157.93	\$8,402.67	\$8,654.75	\$8,914.39	\$9,181.82
16	\$7,838.94	\$8,074.11	\$8,316.33	\$8,565.82	\$8,822.80	\$9,087.48	\$9,360.11	\$9,640.91
17	\$8,230.89	\$8,477.82	\$8,732.15	\$8,994.11	\$9,263.94	\$9,541.86	\$9,828.11	\$10,122.96
18	\$8,642.43	\$8,901.71	\$9,168.76	\$9,443.82	\$9,727.14	\$10,018.95	\$10,319.52	\$10,629.10
19	\$9,074.56	\$9,346.79	\$9,627.20	\$9,916.01	\$10,213.49	\$10,519.90	\$10,835.49	\$11,160.56
20	\$9,528.28	\$9,814.13	\$10,108.56	\$10,411.81	\$10,724.17	\$11,045.89	\$11,377.27	\$11,718.59

**Longevity Pay**

10 Years	5.00%
15 Years	4.00%
19 Years	3.00%
Max Longevity	12.0%

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE AND STEP FOR PEACE OFFICERS (PO) - HOURLY**

<b>Ranges</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>
0	\$42.85							
1	\$47.13	\$48.55	\$50.00	\$51.50	\$53.05	\$54.64	\$56.28	\$57.97
2	\$49.49	\$50.97	\$52.50	\$54.08	\$55.70	\$57.37	\$59.09	\$60.87
3	\$51.96	\$53.52	\$55.13	\$56.78	\$58.49	\$60.24	\$62.05	\$63.91
4	\$54.56	\$56.20	\$57.89	\$59.62	\$61.41	\$63.25	\$65.15	\$67.11
5	\$57.29	\$59.01	\$60.78	\$62.60	\$64.48	\$66.42	\$68.41	\$70.46
6	\$60.16	\$61.96	\$63.82	\$65.73	\$67.71	\$69.74	\$71.83	\$73.98
7	\$63.16	\$65.06	\$67.01	\$69.02	\$71.09	\$73.22	\$75.42	\$77.68
8	\$66.32	\$68.31	\$70.36	\$72.47	\$74.65	\$76.88	\$79.19	\$81.57
9	\$69.64	\$71.73	\$73.88	\$76.09	\$78.38	\$80.73	\$83.15	\$85.65
10	\$73.12	\$75.31	\$77.57	\$79.90	\$82.30	\$84.77	\$87.31	\$89.93
11	\$76.78	\$79.08	\$81.45	\$83.89	\$86.41	\$89.00	\$91.67	\$94.42
12	\$80.61	\$83.03	\$85.52	\$88.09	\$90.73	\$93.45	\$96.26	\$99.15
13	\$84.64	\$87.18	\$89.80	\$92.49	\$95.27	\$98.13	\$101.07	\$104.10
14	\$88.88	\$91.54	\$94.29	\$97.12	\$100.03	\$103.03	\$106.12	\$109.31
15	\$93.32	\$96.12	\$99.00	\$101.97	\$105.03	\$108.18	\$111.43	\$114.77
16	\$97.99	\$100.93	\$103.95	\$107.07	\$110.28	\$113.59	\$117.00	\$120.51
17	\$102.89	\$105.97	\$109.15	\$112.43	\$115.80	\$119.27	\$122.85	\$126.54
18	\$108.03	\$111.27	\$114.61	\$118.05	\$121.59	\$125.24	\$128.99	\$132.86
19	\$113.43	\$116.83	\$120.34	\$123.95	\$127.67	\$131.50	\$135.44	\$139.51
20	\$119.10	\$122.68	\$126.36	\$130.15	\$134.05	\$138.07	\$142.22	\$146.48

**Longevity Pay**

10 Years	5.00%
15 Years	4.00%
19 Years	3.00%
Max Longevity	12.0%

**SAN DIEGO UNIFIED PORT DISTRICT**

**SALARY SCHEDULE BY RANGE FOR ALL  
TEMPORARY EMPLOYEE POSITIONS (Exhibit E)**

**SAN DIEGO UNIFIED PORT DISTRICT  
SALARY SCHEDULE BY RANGE FOR TEMPORARY (TP) EMPLOYEES - HOURLY**

<b>Ranges</b>	<b>Minimum</b>	<b>Midpoint</b>	<b>Maximum</b>
1	\$20.00	\$110.00	\$200.00





## **WORKFORCE PARTNERSHIP ADMINISTRATOR**

### **DEFINITION**

Under general direction, performs advanced program planning, development, implementation, and evaluation related to workforce development initiatives, with a focus on regional strategic alignment, inter-agency collaboration, and compliance with relevant federal, state, and local policies. This position leads initiatives to support workforce equity, economic recovery, and the alignment of regional goals, ensuring effective partnerships across diverse stakeholders.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from assigned supervisory or management personnel. Exercises technical and functional direction over and provides training to lower-level staff.

### **CLASS CHARACTERISTICS**

This is an administrator classification responsible for planning, organizing, managing, and evaluating the operations and activities of the Port's Workforce Partnership program. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include program evaluation and recommendation, and implementation of policies, procedures, goals, objectives, priorities, and standards related to Workforce Partnership programs. Performance of the work requires the use of independence, initiative, and discretion within broad guidelines. Employees serve as a specialist, liaison, and advocate for the program, with regular contact and interactions with Port senior and executive management, other public agencies, public and private community organizations, regulatory and governmental agencies, and members of the public.

### **EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.*

- Plans, organizes, controls, integrates, evaluates, and participates in the work of staff performing a variety of professional, responsible, and technical workforce development duties and responsibilities in support of the People Services Department; coordinates the development of work programs, plans, processes, systems, and procedures to achieve Port and departmental goals.
- Leads strategic workforce development initiatives, including program planning and evaluation, stakeholder collaboration, and alignment with local, state, and federal policies. Oversees research, policy analysis, grant development, and labor market evaluations to support workforce strategies. Builds partnerships with internal and external stakeholders to promote regional collaboration and ensure effective program delivery.
- Plans, conducts, and analyzes large and complex personnel assignments and projects; develops, recommends, and implements improvements to programs, policies, rules, and regulations.

- Creates and presents a variety of technical and analytical reports for various stakeholders; plans and conducts special projects, events, trainings, and meetings on behalf of the Port and department.
- Provides complex and responsible technical, analytical, and administrative support and coaching to management and staff in areas of expertise; performs needs assessments and participates in strategic workforce planning, leadership development, and survey design and implementation.
- Leads strategic planning efforts to ensure alignment with applicable local, regional, and state workforce and economic development plans.
- Builds partnerships with internal and external stakeholders to promote collaboration within the workforce development system and across economic regions.
- Coordinates planning activities to support regional initiatives, including events and convenings designed to enhance regional collaboration and economic recovery.
- Manages contracts and grants that support strategic workforce and economic development initiatives.
- Coordinates responses to audits, reporting requirements, and data requests for regional and state programs.
- Conducts research and analysis of workforce development policies and legislation at the local, state, and federal levels.
- Oversees projects and supports programs related to workforce strategies, ensuring alignment with organizational objectives.
- Provides support for advisory boards, committees, and other policy bodies, including preparing materials, setting agendas, and coordinating quarterly convenings.
- Represents the organization at public meetings, community engagement events, and regional or inter-agency meetings as needed.
- Assists with procurement processes, program planning, and evaluation efforts in collaboration with leadership and subject matter experts.
- Partners with workforce and economic development stakeholders to promote effective program design and implementation.
- Tracks development opportunities, including state, federal, and philanthropic funding sources, to support strategic initiatives.
- Coordinates the preparation of grant proposals, including drafting content and assembling supplemental materials such as budgets and work plans.
- Conducts detailed research and analysis on workforce development trends, policies, and practices using both qualitative and quantitative methods.
- Tracks and interprets workforce legislation to support organizational policy positions and decision-making.
- Prepares reports, policy papers, and memoranda to inform senior leadership and guide program direction.
- Supports interdepartmental and regional coordination efforts to advance employment equity and workforce alignment goals.
- Participates in policy and planning initiatives to address organizational priorities and regional workforce challenges.

- Performs other duties as assigned to support the mission and goals of the department.
- Attends and participates in professional group meetings; stays abreast of new trends and innovations in assigned human resources areas; participates in professional development activities; researches emerging products and enhancements and their applicability to Port needs.
- Performs a variety of special research, studies, and analysis projects as assigned.
- Performs assigned disaster service worker responsibilities, as directed.
- Observes and complies with all Port and mandated safety rules, regulations, and protocols.
- Performs related duties as assigned.

## **QUALIFICATIONS**

### **Knowledge of:**

- Principles, practices, and policies of workforce and economic development, including program planning, evaluation, and stakeholder engagement.
- Federal, State, and Local workforce laws and policies, including the Workforce Innovation and Opportunity Act (WIOA), Equal Employment Opportunity Commission (EEOC), and relevant State programs.
- Community development practices, including working with economically vulnerable populations and disinvested communities.
- Effective meeting facilitation, stakeholder collaboration, and project management methodologies.
- Data analysis and evaluation techniques, including survey design, data visualization, and preparation of comprehensive reports.
- Governance principles, including the Brown Act, Sunshine Ordinance, and Good Government practices.
- Local government structures and interagency collaboration strategies.
- Applicable federal, state, and local laws, regulatory codes, ordinances, and procedures relevant to assigned areas of responsibility.
- Methods and techniques involved in conducting analytical studies of administrative and management practices, methods, and procedures.
- Research, data collection and analysis, and methods of report preparation and presentation.
- Mathematical principles and practices.
- Public speaking principles and practices.
- Methods and techniques of developing technical and administrative reports, and business correspondence.
- Port and mandated safety rules, regulations, and protocols.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and Port staff.
- The structure and content of the English language, including the meaning and spelling of words, rules of composition, and grammar.
- Modern equipment and communication tools used for business functions and program, project, and task coordination, including computers and software programs relevant to work performed.

### **Ability to:**

- Develop and implement workforce development strategies aligned with local, state, and federal policies.
- Build and maintain effective relationships with diverse stakeholders, including community organizations, government officials, employers, and labor groups.
- Facilitate collaborative meetings, working groups, and public forums effectively.
- Analyze complex data and draw actionable insights to inform policy and program decisions.
- Communicate complex ideas clearly and concisely, both verbally and in writing, to diverse audiences.
- Lead and manage multiple projects simultaneously, ensuring timely completion and adherence to compliance standards.
- Adapt to changing priorities and navigate ambiguity in dynamic work environments.
- Demonstrate cultural sensitivity and work effectively with individuals from diverse and underserved communities.
- Assist in developing and implementing goals, objectives, practices, policies, procedures, and work standards.
- Understand, interpret, and apply all pertinent laws, codes, regulations, policies and procedures, and standards relevant to work performed.
- Research, evaluate, understand, interpret, and apply programs, policies, procedures, and guidelines, and develop sound recommendations.
- Effectively represent the department and the Port in meetings with governmental agencies, community groups, various business, professional, and regulatory organizations, and in meetings with individuals.
- Prepare clear and concise reports, presentations, correspondence, documentation, and other written materials.
- Use tact, initiative, prudence, and independent judgment within general policy, procedural, and legal guidelines.
- Independently organize work, set priorities, meet critical deadlines, and follow-up on assignments.
- Communicate clearly and concisely, both orally and in writing, using appropriate English grammar and syntax.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Effectively use computer systems, software applications relevant to work performed, and modern business equipment to perform a variety of work tasks.
- Effectively provide staff leadership and work direction.

**Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Education:

- Possession of a baccalaureate degree from an accredited college or university with a major in one of the following fields: public or business administration, urban planning, government, social work, education, finance or criminal justice or a related field.

Experience:

- Five (5) years of increasingly responsible experience in the administrative/professional experience in community development, housing and/or housing development, workforce development, finance, education, social work, children/youth work, or criminal justice.

**Licenses and Certifications:**

- Certain assignments may require a valid driver's license and the ability to maintain insurability under the District's vehicle insurance program.

**PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various Port sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 10 pounds.

**ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.



## Small Business Enterprise Administrator

### **DEFINITION**

Under general supervision, participates in development, implementation, and administration of the Port's Small Business Enterprise (SBE) program; encourages participation of qualified firms in the Port's procurement and contracting opportunities; and performs related duties as assigned.

### **SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from an assigned Director, or Deputy Director.

### **CLASS CHARACTERISTICS**

This is an administrator classification responsible for planning, organizing, managing, and evaluating the operations and activities of the Port's Small Business Enterprise program. Incumbents are responsible for performing diverse, specialized, and complex work involving significant accountability and decision-making responsibilities, which include program evaluation and recommendation, and implementation of policies, procedures, goals, objectives, priorities, and standards related to Small Business Enterprise programs. Performance of the work requires the use of independence, initiative, and discretion within broad guidelines. Employees serve as a specialist, liaison, and advocate for the program, with regular contact and interactions with Port senior and executive management, other public agencies, public and private community organizations, regulatory and governmental agencies, and members of the public.

SBE Administrator is responsible for performing a variety of internal Port and community outreach activities in carrying out the Port's programs to encourage and ensure small business participation in procurement and contracting. The incumbent assists in developing program goals, policies and procedures, and works with Port managers and supervisors to create genuine opportunities for small businesses to participate in Port programs and activities.

### **EXAMPLES OF TYPICAL JOB FUNCTIONS (Illustrative Only)**

*Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so qualified employees can perform the essential functions of the job.*

- Participates in planning and implementing Port small business programs in accordance with Port and other local, state, and federal regulations, and sound professional principles and practices.
- Reviews drafts of department project proposals to ensure compliance with the Port's program requirements.
- Reviews proposals to evaluate bidder compliance with small business requirements and prepares findings and recommendations.
- Reviews and determines small business goal for proposals, provides language for grants submissions, provides language for Board agenda sheets, verifies various

- certifications including Disadvantaged Business Enterprise (DBE) status of contractors and/or subcontractors, compiles, generates, maintains and publishes lists of small businesses upon request, and participates in evaluating bidders' good faith efforts to comply with Port small business program and goals, and prepares report findings.
- Researches and develops reports for presentation to the Board, compliance agencies and the public.
  - Conducts outreach activities, including speaking before community and professional groups.
  - Assists in developing new policies and procedures to achieve Port objectives and goals for small business participation in procurement, contracting, development and tenant activities.
  - Researches, collects, and analyzes contracting trends, pending legislation and practices of similar agencies to establish participation goals and benchmarks.
  - Evaluates and analyzes project estimates and scopes of work on contract opportunities to determine appropriate small business participation and/or promote small business participation.
  - Compares Port contracting practices, policies, trends and achievements with other agencies.
  - Interacts with industry representatives to determine availability and interest in participation on Port projects.
  - Facilitates discussions with community and trade organizations to address issues and concerns.
  - Maintains program statistics and drafts periodic reports on program results.
  - Analyzes available data to perform gap analysis to arrive at data metrics and recommendations that influence Port policies or procedures that impact staff, contracting plans, and processes.
  - Provides information and assistance to all small business firms on a variety of issues.
  - Monitors compliance of contractors with contract provisions and Port requirements, including verifying that subcontractors are participating in and being paid for contract work performed as represented in original contracts and agreements.

- Calculates and reports sub-participation on all projects, investigates discrepancies in reports received from prime contractors regarding sub-participation.
- Meets with involved parties to determine how to handle potential compliance problems; facilitates meetings to reconcile disputes.
- Attends and participates in all necessary meetings, including but not limited to pre-bid, pre-submittal, and pre-construction to provide information on the Port's small business program requirements.
- Participates on consultant evaluation panels, including interviewing respondents, evaluating proposals, and preparing analysis matrices and backup reports to ensure integrity of selection process,
- Maintains departmental program files and databases.
- Develops and participates in educational and informational workshops for contractors and the small business community.
- Provides training and orientation on small business development requirements to Port management and staff; participates in Port training, planning, and implementation; performs special projects as assigned.
- Familiar with equal opportunity contracting best practices to help ensure that Port policies, procedures, and programs are in alignment with the organization's overall strategic objectives around contracting.
- Provides input on culture of belonging strategy and translates this into implementation plans for internal and external efforts in contracting.

## **QUALIFICATIONS**

### **Knowledge of:**

- Familiar with federal, state, and local laws and regulations, and the principles, practices, and techniques of procurement and contracting.
- Trends in SBE programs for contracting, including area market availability data.
- Federal, state and local laws, regulations, and court decisions applicable to small business programs and contracting programs.
- Principles, methods, and techniques in public agency contracting, Public Contract Code, including contract development, negotiation and administration techniques and methods of contract compliance monitoring.
- Principles, practices, and techniques related to the utilization of small business firms in public agency contracting and procurement activities.



- Research methods and analysis techniques.
- Port construction, purchasing and tenant development functions and associated small business program issues.
- Principles and practices of sound business communication.

**Ability to:**

- Understand, interpret, explain, and apply Port, state, and federal policy, law, regulation, and court decisions governing the Port's small business development program.
- Analyze information, evaluate alternatives, and make sound recommendations in areas of assigned responsibility.
- Represent the Port effectively in meetings with contractors, subcontractors, state and local governmental agencies, community groups and the public on various contracting and small business issues.
- Monitor contractor performance and obtain information with awareness of the sensitive issues involved.
- Prepare clear, concise, and comprehensive correspondence, reports, studies and other written materials.
- Exercise sound, independent judgment within general policy guidelines.
- Maintain highly confidential and sensitive data.
- Exercise tact and diplomacy in dealing with sensitive, complex and confidential issues and situations.
- Establish and maintain effective working relationships with all levels of Port management, other governmental officials, contractors, community groups, employees, the public and others encountered in the course of work.

**Education and Experience:**

*Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:*

Education:

- A bachelor's degree from an accredited college or university with major coursework in public or business administration, or a closely related field.

Experience:

- Three (3) years of increasingly responsible planning and implementing outreach programs in employment and/or contracting, at least one year of which involved federal, state, local or special Port contract regulations; or an equivalent combination of training and experience.

#### **Licenses and Certifications:**

- Certain assignments may require a valid driver's license and the ability to maintain insurability under the District's vehicle insurance program.

#### **PHYSICAL DEMANDS**

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and visit various Port sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects up to 25 pounds.

When assigned to field sites, must possess mobility to work in changing site conditions; possess the strength, stamina, and mobility to perform light to medium physical work; to sit, stand, and walk on level, uneven, or slippery surfaces; to reach, twist, turn, kneel, and bend, to climb and descend ladders; and to operate a motor vehicle or boat and visit various Port sites; vision to inspect site conditions and work in progress. The job may involve instances of fieldwork requiring frequent walking in operational areas to identify problems or hazards, with exposure to hazardous materials in some site locations. Employees must possess the ability to lift, carry, push, and pull materials and objects averaging a weight of 40 pounds, or heavier weights, in all cases with the use of proper equipment and/or assistance from other staff.

#### **ENVIRONMENTAL CONDITIONS**

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures. Employees also work in the field at undeveloped sites, over the water environments and are exposed to cold and hot temperatures, inclement weather conditions, road hazards, vibration, chemicals, and hazardous physical substances and fumes. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing divisional policies and procedures.

**DRAFT****RESOLUTION 20xx-xxx****RESOLUTION AMENDING THE SAN DIEGO  
UNIFIED PORT DISTRICT DIRECTORY OF  
CLASSIFICATION SPECIFICATIONS FOR FISCAL  
YEAR 2024/2025**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I, (Port Act); and

**WHEREAS**, Port Act §73 requires that the salaries and wages of officers and employees of the District be set by the Board of Port Commissioners (Board) by ordinance; and

**WHEREAS**, Port Act §77 requires that the payment of salaries and wages be made at regular periods as set by the Board; and

**WHEREAS**, pursuant to Ordinance 1832, adopted on July 23, 1996, Personnel Rules and Regulations (Rules) were adopted; and

**WHEREAS**, Rule 4, Section 1 requires that a classification plan based upon and graded according to duties and responsibilities be adopted by the Board and maintained by the Director, Human Resources, to provide for standardization and classification of all positions in the classified service; and

**WHEREAS**, the addition of new classifications, the elimination of current classifications, or changes impacting wages, hours or working conditions for current classifications must be submitted to the Board for approval and in accordance with applicable state law; and

**WHEREAS**, the Directory of Classification Specifications (Directory) contains a list of all the job descriptions in the District; and

**WHEREAS**, the Directory for FY 2024/2025 was adopted by the Board at its October 16, 2024 meeting, and amended at the November 13, 2024 and December 10, 2024 meetings; and

**WHEREAS**, the changes in this item update classification specifications only, which serve as job descriptions for the District; and

**WHEREAS**, these updates do not change the existing personnel budget currently allocated in the FY 2024/2025 budget; and

**WHEREAS**, the following new classifications are added to the Directory:

<b>Class Title</b>	<b>Class Number</b>	<b>Unclassified / Classified</b>	<b>FLSA Exempt/ Non-Exempt</b>	<b>Range</b>
Small Business Enterprise Administrator	B962-UE24	Unclassified	Exempt	18
Workforce Partnership Administrator	B961-UE24	Unclassified	Exempt	18

**WHEREAS**, the following classification title is being updated:

<b>Current Class Title</b>	<b>New Class Title</b>	<b>Class Number</b>	<b>Unclassified / Classified</b>	<b>FLSA Exempt/ Non-Exempt</b>	<b>Range</b>
Vice President Business Operations	Vice President Real Estate	A1015-UE21	Unclassified	Exempt	29

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That there is hereby established and approved an amended Directory of Classification Specifications and said amended Directory of Classification Specifications for Fiscal Year 2024-2025 is on file in the Office of the District Clerk.

**BE IT FURTHER RESOLVED** that said amended Directory of Classification Specifications for Fiscal Year 2024-2025 supersedes all previous Classification Specifications presently on file in the Office of the District Clerk.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11<sup>th</sup> day of February 2025, by the following vote:

**FILE NUMBER: 2025-050**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: 50-year Storm Drain Easement to the City of Coronado**

**DESCRIPTION: Ordinance (1) Finding the Board Action Exempt Under the California Environmental Quality Act (CEQA), Including Without Limitation CEQA Guidelines Section 15301; and (2) Granting a 50-year Easement to the City of Coronado for the Ownership and Operation of a Storm Drain Located at First Street in the City of Coronado**

**EXECUTIVE SUMMARY:**

District staff and the City of Coronado (City) have negotiated a new easement (see Attachment B - Easement) for a term of fifty (50) years for the ownership, construction, operation, maintenance, repair, replacement and inspection of the existing storm drain infrastructure. The existing storm drain is located on District tidelands on the Ferry Landing Associates, LLC (FLA) leasehold located at 1311 First Street, on which the Il Fornaio Restaurant, a small office building, and a parking lot and drive aisles are currently located, with another restaurant in the planning stages (see Attachment A – Location Map) (Premises).

The City has been experiencing flooding in the vicinity of First Street and A Avenue during large storm events. The current gravity fed storm drain located on the Premises has been in place for over 50 years and is inadequate to handle heavy rains. To mitigate the flooding problem, the City is proposing to replace the gravity fed storm drain with a permanent storm water pump station. The project will consist of modifying the existing storm drain infrastructure with a permanent stormwater pump station to alleviate flooding conditions in the area during heavy rain events, as further described below.

In connection with the proposed storm drain upgrades on the Premises, staff recommends the Board of Port Commissioners (Board) grant the 50-year storm drain Easement to City of Coronado in the form attached as Attachment B to this agenda sheet. The City has already approved and signed the Easement.

**RECOMMENDATION:**

Adopt an ordinance (1) Finding the Board Action Exempt Under the California Environmental Quality Act (CEQA), Including Without Limitation CEQA Guidelines Section 15301; and (2) Granting a 50-year Easement to the City of Coronado for the Ownership and Operation of a Storm Drain Located at First Street in the City of Coronado

**FISCAL IMPACT:**

The Board's actions will have no direct fiscal impact. The City is funding design, construction, and all future maintenance of the Project.

## **COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A Port with a healthy and sustainable bay and its environment.
- A Port that is a safe place to visit, work and play.

## **DISCUSSION:**

### ***Background***

The First Street storm drain system adjacent to the intersection of First Street and A Avenue collects storm water runoff from the surrounding area including from the FLA leasehold. The new system will consist of a curb inlet at the intersection itself, a thirty-six-inch concrete pipe that discharges into San Diego Bay, and a low-flow storm water diverter system that helps improve water quality in the Bay by diverting low flows of runoff to the adjacent sewer via a diverter pump and a small force main. The diverter pump will be located in a vault structure in the landscaped area of the FLA leasehold adjacent to the entry driveway. The diverter structure is located behind a wooden baffle and circular flap gate that helps prevent ocean tides from entering the diverter wet well chamber.

The current storm drain system's outlet to the Bay is partially or fully submerged by high tides; as a result, the system's ability to discharge storm water runoff from rain events is negatively impacted leading to localized flooding of the surrounding area. More importantly, this has led to the failure of a transformer that provides power to the City's sewer pump station that serves the entire Coronado community, including the Navy's three installations (Naval Air Station North Island, Naval Amphibius Base Coronado, and Silver Strand Training Complex).

The First Street Storm Water Flood Relief Project (Project) would not change the use of the Premises, the remainder of FLA's leasehold, or expand the existing storm drain location. The aforementioned pump system to be installed as part of the Project would modify existing storm drain infrastructure to include a wet well and new outlet structure that will operate and discharge runoff during high tide and rain events, supplementing the existing storm drain system to reduce local street flooding.

### ***Easement***

The existing storm drain is a legacy storm drain, which was in existence prior to the formation of the District and was not previously covered by a formal recorded easement. The proposed new storm drain Easement contains approximately 15,063 square feet of tideland area located on the FLA leasehold and allows for the ownership, construction, operation, maintenance, repair, replacement, and inspection of existing and proposed storm drain facilities and appurtenances within the District's jurisdiction. FLA has acknowledged and agreed to the Project, the Easement, and their location on FLA's leasehold via the Letter of Consent attached to this agenda as Attachment C and the

Right of Entry Agreement anticipated to be executed between the City and FLA that is attached to this agenda as Attachment D.

The proposed storm drain Easement has a term of 50 years. Following the Easement's expiration or earlier termination, the District may require the City to remove all facilities placed within the Easement area. Rent will not be charged to the City as the improvements to be installed and the City's ongoing maintenance responsibilities are a public benefit that will mitigate an existing flooding problem. Additionally, a Right of Entry Permit the City and Ferry Landing Associates will be required for construction access, including ingress and egress (see Attachment D – Right of Entry).

On November 19, 2024, the Coronado City Council authorized the City Manager to execute certificates of acceptance for easement grants to the City (see Attachment E - Resolution No. 9026 of the Coronado City Council). The City has indicated that the proposed Easement falls within this grant of authority, and as a result, the City Manager countersigned the Easement on December 17, 2024.

### ***Conclusion***

Considering the foregoing, staff recommends the Board to grant the proposed 50 year Easement with the City of Coronado for the ownership, construction, operation, maintenance, repair, replacement and inspection of the storm drain infrastructure.

### **General Counsel's Comments:**

The Office of the General Counsel has reviewed this agenda sheet and the attachments as presented to it and approves the same as to form and legality.

### **Environmental Review:**

The proposed Board actions, including, without limitation, finding the Board action exempt under the California Environmental Quality Act (CEQA), including, without limitation, CEQA Guidelines Section 15301 and granting the Easement to the City of Coronado for the ownership, construction, operation, maintenance, repair, replacement, and inspection of storm drain infrastructure located at First Street in the City of Coronado, are Categorical Exempt pursuant to CEQA Guidelines Section 15301 of the District's Guidelines for Compliance with CEQA because the project, consisting of constructing a pump system to modify existing storm drain infrastructure to alleviate flooding conditions at the Ferry Landing and granting a 50-year easement to the City of Coronado, would involve no expansion of use beyond that previously existing and not result in a significant cumulative impact due to the continuation of the existing use. The District has determined none of the six exceptions to the use of a categorical exemption apply to this project (CEQA Guidelines Section 15300.2).

The proposed Board actions comply with Section 87(a)(1) of the Port Act, which allows for the establishment, improvement, and conduct of a harbor, and for the construction, reconstruction, repair, maintenance, and operation of wharves, docks, piers, slips, quays, and all other works, buildings, facilities, utilities, structures, and appliances incidental,

necessary, or convenient for the promotion and accommodation of commerce and navigation. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board actions are consistent with the Public Trust Doctrine.

The proposed Board actions are considered excluded development pursuant to Section 8.a. of the District's Coastal Development Permit Regulations because the project, consisting of constructing a pump system to modify existing storm drain infrastructure to alleviate flooding conditions and granting the Easement to the City of Coronado, would involve negligible or no expansion of use beyond that previously existing. If the Board approves these actions, District staff would notify California Coastal Commission (CCC) staff in accordance with Coastal Act Section 30717. The approval would become effective after the 10th working day after notification to CCC staff, unless an appeal is filed with the CCC within that time frame.

**Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

**PREPARED BY:**

Christian Anderson  
Department Manager, Real Estate

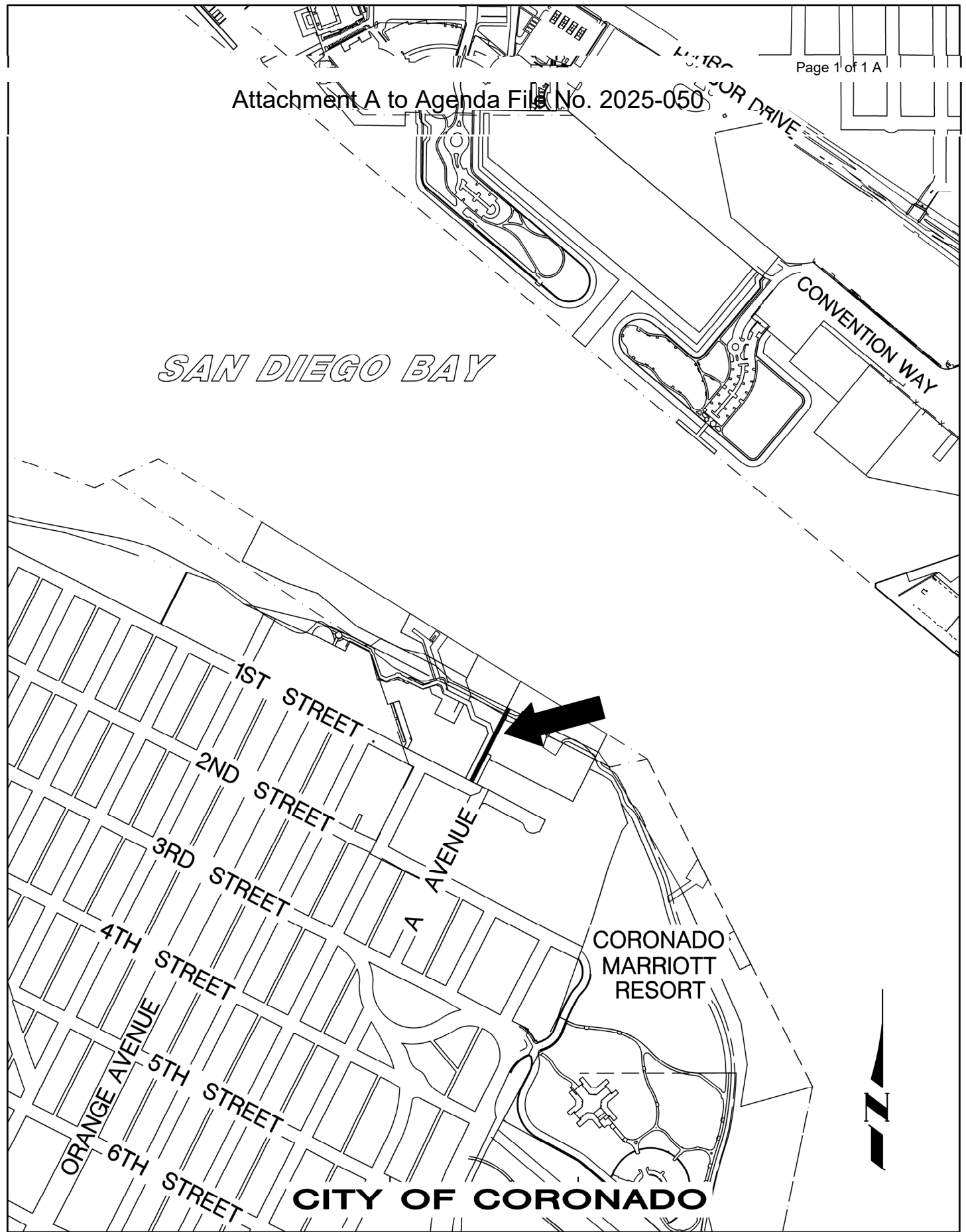
Attachment(s):

- Attachment A: Location Map
- Attachment B: Easement
- Attachment C: Letter of Consent
- Attachment D: Right of Entry
- Attachment E: Resolution No. 9026 of the Coronado City Council



Attachment A to Agenda File No. 2025-050

*SAN DIEGO BAY*



**CITY OF CORONADO**



Attachment to Agenda Sheet No. 2025-050

**SAN DIEGO UNIFIED PORT DISTRICT**  
San Diego, Ca.

Notary pages attached.

Attachments:

Legal Description: Exhibit A

Plat Map: Exhibit B

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY OF CORONADO  
OFFICE OF THE CITY CLERK  
1825 STRAND WAY  
CORONADO, CA 92118

### **STORM DRAIN EASEMENT**

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Grantor," for valuable consideration, receipt of which is hereby acknowledged, grants to the City of Coronado, its successors and assigns, hereinafter called "Grantee," a storm drain ("Easement"). Said Easement shall be for the purposes of construction, operation, maintenance, repair, replacement, and inspection of storm drain facilities and appurtenances, including but not limited to, those related to Grantee's First Street Pump Station Flood Relief project (collectively, the "Facilities") as approved in writing by Grantor.

The property in which this Easement is granted (hereafter the "Easement Area") is located in the County of San Diego, State of California, and is described as follows:

Approximately 15,063 square feet of tideland area located in the City of Coronado, California, more particularly described and delineated on Grantor's Drawing No. 557-013 dated March 19, 2024, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

1. Grantee is further granted the right of ingress and egress to, from, and along said Easement Area via practical routes across the adjacent land of Grantor; said routes to be determined by Grantor from time to time.
2. The term of the Easement shall be for a period of fifty (50) years, commencing July 1, 2024, and ending June 30, 2074, unless sooner terminated as herein provided.

3. Grantor expressly reserves the right to grant easements in, upon, over, and across the Easement granted herein for any purpose whatsoever not inconsistent or incompatible with the rights and privileges granted by this easement. Nothing herein contained shall be construed as limiting the powers of Grantor to convey, lease, or otherwise transfer or encumber during the term of this Easement the lands described herein for any purposes subject to the rights and privileges granted herein. The Easement granted herein shall be subject to all existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.
4. No construction or major repairs of any facilities shall commence without the prior written approval of the plans and specifications by Grantor, which shall not be unreasonably withheld, delayed, and/or conditioned. Subsequent reconstruction, reconfiguring, replacement, substitutions, changes, upgrades and/or repairs of the Facilities do not require Grantor's written approval, provided that Grantee shall use commercially reasonable efforts to notify Grantor and/or any lessee of such work if such notice is necessary, as determined by Grantee, to minimize interference with the Grantor's and/or such lessee's activities within the Easement Area.
5. In the case of emergency repairs<sup>[1]</sup>, Grantee shall immediately commence repairs and give Grantor written notification within ten (10) days of the commencement of said emergency repair so that the Grantor can inspect the Easement Area solely for compliance with the terms and conditions of this Easement. Facilities installed pursuant to this Easement shall be constructed in a good and workmanlike manner and shall conform to all applicable laws and regulations. Non-material violations of applicable laws and regulations shall not constitute a default under this Easement, provided that Grantee cures or commences to cure such violation within thirty (30) calendar days after receiving actual notice of such violation and diligently prosecutes such cure to completion.
6. In the event Grantee disturbs the surface of the Easement Area during the installation, construction, maintenance and/or repair of the approved Facilities, Grantee shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. Grantee shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance or to the conditions otherwise approved in writing by Grantor.

[1] Emergency developments, as defined in the District's Coastal Development Permit Regulations (filed in the Office of the District Clerk as Document No. 19171) are those necessary to maintain, repair, restore, demolish, protect, or replace property or facilities damaged, destroyed, or threatened by imminent danger from a sudden, unexpected occurrence, which demands immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes, but is not limited to, such occurrences as fire, flood, windstorm, earthquake, or other soil or geologic movements, as well as occurrences as riot, accident, or sabotage.

7. Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces that require excavation and grading within said Easement Area.
8. In the event this Easement is no longer required or if this Easement is not used for the purposes intended for a period of one hundred eighty (180) days, whichever is sooner, all rights herein granted shall revert to Grantor, its successors or assigns, automatically and without the necessity of reentry or notice. Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the above-described real property.
9. This Easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Grantee for franchises, licenses, or permits for any use or activities of Grantee upon said Easement Area.
10. Facilities, structures, installations, or improvements of any kind previously placed or hereafter placed in said Easement Area by Grantee shall at the option of Grantor be removed by Grantee within sixty (60) days after the expiration of the term of this Easement or sooner termination thereof. Grantor may exercise said options as to any or all of the facilities, structures, installations, and/or improvements, either before or after the expiration or sooner termination of this Easement. If Grantor exercises such option and Grantee fails to remove such facilities, structures, installations, or improvements within said sixty (60) days, Grantor shall have the right to have such facilities, structures, installations, or improvements removed at the expense of Grantee. As to any or all facilities, structures, installations, or improvements that Grantor does not exercise said option for removal, title thereto shall vest in Grantor.
11. This Easement may be terminated by express written agreement by Grantee and Grantor following at least one hundred eighty (180) days' notice in writing and recording of a good and sufficient Quitclaim Deed.
12. Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Grantor and its officers, employees, and agents for any and all liability, claims, judgments, or demands to the extent arising directly or indirectly out of the obligations undertaken in connection with this Easement, except claims or litigation to the extent arising through the negligence or willful misconduct of Grantor. It is the intent of this Paragraph that Grantee indemnify and hold harmless Grantor for any actions of Grantee or Grantor, except to the extent arising out of the negligence or willful misconduct of Grantor, including but not limited to claims based upon

Grantor's alleged breach of any statutory duty or obligation, or Grantee's duty under contracts with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Grantor for liabilities arising out of Grantee's use, occupancy, or operation of the Easement area, or arising from any defect in any part of the Easement Area.

13. Grantee shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the Easement Area and operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Grantee, of any person acting for it or under its control or direction, or any person authorized by it to use the Easement Area. Either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.

All required insurance shall be in force the first day of the term of this Easement. All insurance companies must be satisfactory to Grantor, and the cost of all required insurance shall be borne by Grantee. Certificates in a form acceptable to Grantor evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph, shall be kept on file with Grantor during the entire term of this Easement. Certificates for each insurance policy must be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The Grantor reserves the right to require complete, certified copies of all required policies at any time.

All liability insurance policies shall name, or be endorsed to name Grantor and its officers, employees, and agents as additional insureds and protect Grantor and its officers, employees, and agents against any legal costs in defending claims. All liability policies shall provide cross-liability coverage. All insurance policies shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been furnished to Grantor. Also, all insurance policies shall be endorsed to state that Grantee's insurance is primary and not excess or contributing to any insurance issued in the name of Grantor. And, all insurance companies must be satisfactory to Grantor.

Any deductibles or self-insured retentions must be declared and acceptable to Grantor. At the option of the Grantor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Grantor and its officers,

employees, and agents; or, the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of Grantor, the insurance provisions in this Easement do not provide adequate protection for Grantor and/or members of the public, Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Grantor's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required.

Grantor shall notify Grantee in writing of changes in the insurance requirements and, if Grantee does not deposit certificates evidencing acceptable insurance policies with Grantor incorporating such changes within sixty (60) days of receipt of such notice, this Easement shall be in default without further notice to Grantee, and Grantor shall be entitled to all legal remedies.

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

14. Compliance with Prevailing Wage Laws. Grantee acknowledges and agrees that: (1) it is the sole and exclusive responsibility of the Grantee, and not Grantor, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with any construction or work of improvement on any land or water areas occupied by Grantee, shall comply with the requirements of California's prevailing wages laws (the "PWL"); and (2) it is the sole and exclusive responsibility of Grantee, and not Grantor, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve Grantor. If such construction or work of improvement is determined to be subject to the PWL, Grantee shall comply with all applicable provisions of the PWL, and shall ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with such construction or work of improvement shall likewise comply with all applicable provisions of the PWL.

15. This Easement and any covenants, conditions, and restrictions contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.
16. Any notice or notices provided for by this Easement or by law to be given or served upon Grantee may be given or served by certified or registered letter addressed to Grantee at City of Coronado, City Hall, 1825 Strand Way, Coronado, CA 92118, Attn: Director of Public Services and Engineering, and deposited in the United States mail, or may be served personally upon said Grantee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this Easement or by law to be served upon Grantor may be given or served by certified or registered letter addressed to Executive Director of Grantor at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.
17. It is an express condition of this Easement that the Easement shall not be complete nor effective until signed by all parties.

**(SIGNATURE PAGE FOLLOWS)**

18. The undersigned representatives of each party hereby represent and warrant that each has the authority from their agency to sign this Easement.

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Anthony Gordon  
Assistant Vice President, Real Estate

**CITY OF CORONADO, a California  
municipal corporation**

By:  \_\_\_\_\_  
Tina Friend, City Manager

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Johanna N. Canlas, City Attorney

ATTEST:

By:  \_\_\_\_\_  
Kelsea Holian, MMC, CPM, City  
Clerk

Attachments:  
Legal Description: Exhibit A  
Plat Map: Exhibit B



CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written easement dated October 31, 2023, from the SAN DIEGO UNIFIED PORT DISTRICT ("Grantor"), to the CITY OF CORONADO, a California municipal corporation, ("Grantee") is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by Resolution No. 9026, of the Grantee adopted on August 20, 2019 and the Grantee consents to recordation thereof by its duly authorized officer.

Dated this 17 day of December, 2024.

  
\_\_\_\_\_  
Tina Friend, City Manager

(FOR USE BY \_\_\_\_\_)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On December 12 <sup>2024</sup> before me, Kelsea Marie Holian Notary Public, personally appeared Tina Friend, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



**OPTIONAL**

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Attachment 2**

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

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On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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Signature \_\_\_\_\_ (Seal)

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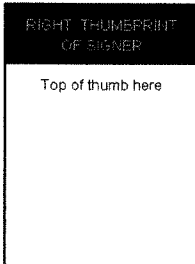
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Signer's Name \_\_\_\_\_

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- Partner --  Limited  General
- Attorney in Fact
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- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

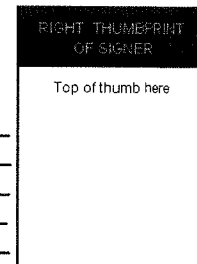


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- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Exhibit A  
Legal Description for  
First Street Pump Station, Storm Drain Easement  
Drawing No. 557-013**

All that certain portion of the Tidelands and Submerged Lands conveyed to the San Diego Unified Port District per File/Page 104392, Series 7, Book 1966 of Official Records of San Diego County, recorded June 24, 1966, pursuant to that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976, File No. 76-164686, in the City of Coronado, County of San Diego, State of California, described as follows:

**Commencing** at a 3" diameter brass disk monument stamped "SDUPD-029" as shown on Record of Survey Map No. 16668, filed in the Office of the San Diego County Recorder on July 25, 2000; thence leaving said monument South 75°32'09" West a distance of 731.44 feet to Ordinary High Water Mark Station Number 63 as shown on Record of Survey 16818 filed in the office of the San Diego County Recorder December 15, 2000 being also a point on the northerly sideline of First Street, 80.00 feet wide and the **True Point of Beginning**; thence leaving said northerly sideline, North 26°57'05" East a distance of 165.40 feet to Ordinary High Water Mark Station Number 62; thence continuing North 26°57'01" East a distance of 5.98 feet; thence North 59°02'12" West a distance of 10.34 feet; thence North 30°56'41" East a distance of 22.34 feet; thence North 23°13'23" East a distance of 255.50 feet to the United States Bulkhead Line as shown on US Army Corps of Engineers Harbor Lines Map File No. 426; thence westerly along said line, North 63°02'19" West a distance of 24.39 feet; thence leaving said line, South 23°13'23" West a distance of 20.29 feet; thence South 27°32'15" West a distance of 268.99 feet; thence South 15°09'24" East a distance of 18.86 feet; thence South 30°56'31" West a distance of 79.54 feet; thence South 59°03'19" East a distance of 18.75 feet; thence South 27°06'54" West a distance of 65.45 feet; to said northerly sideline of First Street; thence along said line, South 62°58'58" East a distance of 25.57 feet to the **True Point of Beginning**.

Containing 15,063 square feet or 0.35 acres of tidelands area.

The above described land area is delineated on the San Diego Unified Port District Drawing No. 557-013, dated 03/12/2024 and made a part of this agreement.

All bearings and distances in the above legal description are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35, in accordance with Section 8801-8819 of the California Public Resources Code.

All distances are grid; to approximate ground distances divide the above grid distances by the combined scale factor of 1.0000209 (21 PPM).

This legal description was prepared by me or under my direction in conformance with the Land Surveyors Act.

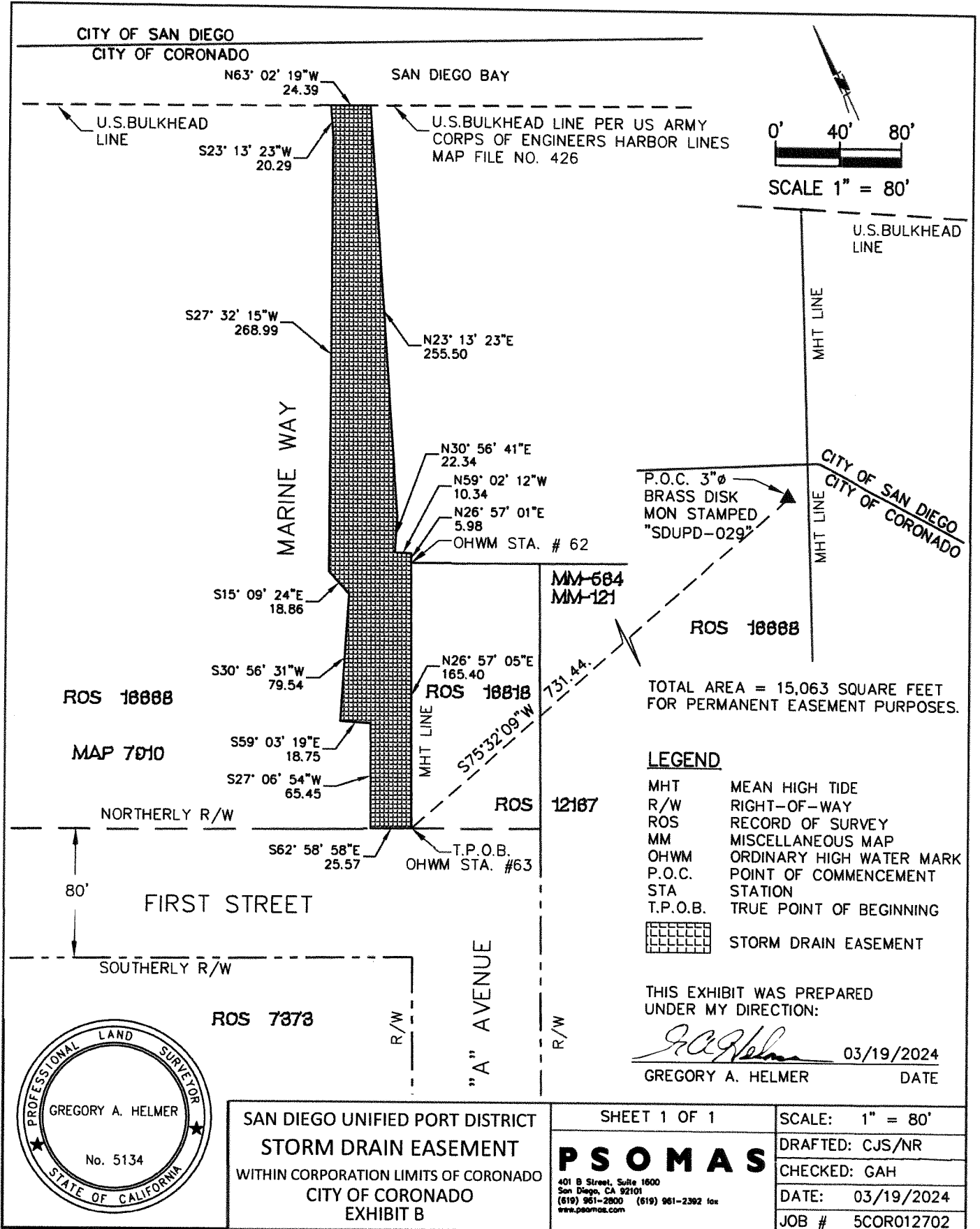


Gregory A. Helmer, PLS 5134

03/19/24

DATE







Ferry Landing Associates, LLC  
Attn: Mr. Engel  
1311 First Street  
Coronado, CA 92118

January 23, 2025

Dear Mr. Engel:

As an authorized representative of Ferry Landing Associates, LLC a California limited liability company ("Tenant"), the undersigned hereby acknowledges and agrees that Tenant is the tenant under that certain Lease dated October 21, 1997 between the San Diego Unified Port District, a public corporation ("District") filed with the Clerk of the District as Document No. 36616 ("Lease"), as amended. The undersigned represents and warrants that Tenant has read and understands the Storm Drain Easement attached to this letter as Exhibit A ("Easement") and that the Easement shall encumber and burden a portion of the real property that is the subject of the Lease.

By signing below, Tenant hereby consents to the Easement attached to this letter as Exhibit A.

**FERRY LANDING ASSOCIATES, LLC**  
a California limited liability company

By:                     *ael*                      
Name:                     Art Engel                      
Title:                     Manager

Notary pages attached.

Attachments:

Legal Description: Exhibit A

Plat Map: Exhibit B

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

CITY OF CORONADO  
OFFICE OF THE CITY CLERK  
1825 STRAND WAY  
CORONADO, CA 92118

**STORM DRAIN EASEMENT**

SAN DIEGO UNIFIED PORT DISTRICT, a public corporation, hereinafter called "Grantor," for valuable consideration, receipt of which is hereby acknowledged, grants to the City of Coronado, its successors and assigns, hereinafter called "Grantee," a storm drain ("Easement"). Said Easement shall be for the purposes of construction, operation, maintenance, repair, replacement, and inspection of storm drain facilities and appurtenances, including but not limited to, those related to Grantee's First Street Pump Station Flood Relief project (collectively, the "Facilities") as approved in writing by Grantor.

The property in which this Easement is granted (hereafter the "Easement Area") is located in the County of San Diego, State of California, and is described as follows:

Approximately 15,063 square feet of tideland area located in the City of Coronado, California, more particularly described and delineated on Grantor's Drawing No. 557-013 dated March 19, 2024, attached hereto as Exhibits "A" and "B" and by this reference made a part hereof.

1. Grantee is further granted the right of ingress and egress to, from, and along said Easement Area via practical routes across the adjacent land of Grantor; said routes to be determined by Grantor from time to time.
2. The term of the Easement shall be for a period of fifty (50) years, commencing July 1, 2024, and ending June 30, 2074, unless sooner terminated as herein provided.

3. Grantor expressly reserves the right to grant easements in, upon, over, and across the Easement granted herein for any purpose whatsoever not inconsistent or incompatible with the rights and privileges granted by this easement. Nothing herein contained shall be construed as limiting the powers of Grantor to convey, lease, or otherwise transfer or encumber during the term of this Easement the lands described herein for any purposes subject to the rights and privileges granted herein. The Easement granted herein shall be subject to all existing rights of leases and encumbrances, recorded and unrecorded, affecting said land.
4. No construction or major repairs of any facilities shall commence without the prior written approval of the plans and specifications by Grantor, which shall not be unreasonably withheld, delayed, and/or conditioned. Subsequent reconstruction, reconfiguring, replacement, substitutions, changes, upgrades and/or repairs of the Facilities do not require Grantor's written approval, provided that Grantee shall use commercially reasonable efforts to notify Grantor and/or any lessee of such work if such notice is necessary, as determined by Grantee, to minimize interference with the Grantor's and/or such lessee's activities within the Easement Area.
5. In the case of emergency repairs<sup>[1]</sup>, Grantee shall immediately commence repairs and give Grantor written notification within ten (10) days of the commencement of said emergency repair so that the Grantor can inspect the Easement Area solely for compliance with the terms and conditions of this Easement. Facilities installed pursuant to this Easement shall be constructed in a good and workmanlike manner and shall conform to all applicable laws and regulations. Non-material violations of applicable laws and regulations shall not constitute a default under this Easement, provided that Grantee cures or commences to cure such violation within thirty (30) calendar days after receiving actual notice of such violation and diligently prosecutes such cure to completion.
6. In the event Grantee disturbs the surface of the Easement Area during the installation, construction, maintenance and/or repair of the approved Facilities, Grantee shall do so in such a manner as will cause the least injury to the surface of the ground and any improvements thereon. Grantee shall restore the ground and any improvements thereon to substantially the same conditions as existed immediately prior to any such disturbance or to the conditions otherwise approved in writing by Grantor.

[1] Emergency developments, as defined in the District's Coastal Development Permit Regulations (filed in the Office of the District Clerk as Document No. 19171) are those necessary to maintain, repair, restore, demolish, protect, or replace property or facilities damaged, destroyed, or threatened by imminent danger from a sudden, unexpected occurrence, which demands immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes, but is not limited to, such occurrences as fire, flood, windstorm, earthquake, or other soil or geologic movements, as well as occurrences as riot, accident, or sabotage.



7. Grantor retains the right to construct, reconstruct, and maintain aboveground structures, including but not limited to, fences, sidewalks, curbs, gutters, and street and parking lot surfaces or other surfaces that require excavation and grading within said Easement Area.
8. In the event this Easement is no longer required or if this Easement is not used for the purposes intended for a period of one hundred eighty (180) days, whichever is sooner, all rights herein granted shall revert to Grantor, its successors or assigns, automatically and without the necessity of reentry or notice. Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the above-described real property.
9. This Easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Grantee for franchises, licenses, or permits for any use or activities of Grantee upon said Easement Area.
10. Facilities, structures, installations, or improvements of any kind previously placed or hereafter placed in said Easement Area by Grantee shall at the option of Grantor be removed by Grantee within sixty (60) days after the expiration of the term of this Easement or sooner termination thereof. Grantor may exercise said options as to any or all of the facilities, structures, installations, and/or improvements, either before or after the expiration or sooner termination of this Easement. If Grantor exercises such option and Grantee fails to remove such facilities, structures, installations, or improvements within said sixty (60) days, Grantor shall have the right to have such facilities, structures, installations, or improvements removed at the expense of Grantee. As to any or all facilities, structures, installations, or improvements that Grantor does not exercise said option for removal, title thereto shall vest in Grantor.
11. This Easement may be terminated by express written agreement by Grantee and Grantor following at least one hundred eighty (180) days' notice in writing and recording of a good and sufficient Quitclaim Deed.
12. Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Grantor and its officers, employees, and agents for any and all liability, claims, judgments, or demands to the extent arising directly or indirectly out of the obligations undertaken in connection with this Easement, except claims or litigation to the extent arising through the negligence or willful misconduct of Grantor. It is the intent of this Paragraph that Grantee indemnify and hold harmless Grantor for any actions of Grantee or Grantor, except to the extent arising out of the negligence or willful misconduct of Grantor, including but not limited to claims based upon

Grantor's alleged breach of any statutory duty or obligation, or Grantee's duty under contracts with third parties. This indemnity obligation shall apply for the entire time that any third party can make a claim against or sue Grantor for liabilities arising out of Grantee's use, occupancy, or operation of the Easement area, or arising from any defect in any part of the Easement Area.

13. Grantee shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the Easement Area and operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Grantee, of any person acting for it or under its control or direction, or any person authorized by it to use the Easement Area. Either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.

All required insurance shall be in force the first day of the term of this Easement. All insurance companies must be satisfactory to Grantor, and the cost of all required insurance shall be borne by Grantee. Certificates in a form acceptable to Grantor evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph, shall be kept on file with Grantor during the entire term of this Easement. Certificates for each insurance policy must be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The Grantor reserves the right to require complete, certified copies of all required policies at any time.

All liability insurance policies shall name, or be endorsed to name Grantor and its officers, employees, and agents as additional insureds and protect Grantor and its officers, employees, and agents against any legal costs in defending claims. All liability policies shall provide cross-liability coverage. All insurance policies shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been furnished to Grantor. Also, all insurance policies shall be endorsed to state that Grantee's insurance is primary and not excess or contributing to any insurance issued in the name of Grantor. And, all insurance companies must be satisfactory to Grantor.

Any deductibles or self-insured retentions must be declared and acceptable to Grantor. At the option of the Grantor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Grantor and its officers,

employees, and agents; or, the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of Grantor, the insurance provisions in this Easement do not provide adequate protection for Grantor and/or members of the public, Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Grantor's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risk which exists at the time a change in insurance is required.

Grantor shall notify Grantee in writing of changes in the insurance requirements and, if Grantee does not deposit certificates evidencing acceptable insurance policies with Grantor incorporating such changes within sixty (60) days of receipt of such notice, this Easement shall be in default without further notice to Grantee, and Grantor shall be entitled to all legal remedies.

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

14. Compliance with Prevailing Wage Laws. Grantee acknowledges and agrees that: (1) it is the sole and exclusive responsibility of the Grantee, and not Grantor, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with any construction or work of improvement on any land or water areas occupied by Grantee, shall comply with the requirements of California's prevailing wages laws (the "PWL"); and (2) it is the sole and exclusive responsibility of Grantee, and not Grantor, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve Grantor. If such construction or work of improvement is determined to be subject to the PWL, Grantee shall comply with all applicable provisions of the PWL, and shall ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with such construction or work of improvement shall likewise comply with all applicable provisions of the PWL.

15. This Easement and any covenants, conditions, and restrictions contained herein shall run with the land and be binding upon and inure to the benefit of the successors, heirs, executors, administrators, permittees, licensees, agents, and assigns of Grantor and Grantee.
16. Any notice or notices provided for by this Easement or by law to be given or served upon Grantee may be given or served by certified or registered letter addressed to Grantee at City of Coronado, City Hall, 1825 Strand Way, Coronado, CA 92118, Attn: Director of Public Services and Engineering, and deposited in the United States mail, or may be served personally upon said Grantee or any person hereafter authorized by it in writing to receive such notice; and that any notice or notices provided for by this Easement or by law to be served upon Grantor may be given or served by certified or registered letter addressed to Executive Director of Grantor at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.
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**(SIGNATURE PAGE FOLLOWS)**

18. The undersigned representatives of each party hereby represent and warrant that each has the authority from their agency to sign this Easement.

APPROVED AS TO FORM AND LEGALITY  
GENERAL COUNSEL

**SAN DIEGO UNIFIED PORT DISTRICT**

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Anthony Gordon  
Assistant Vice President, Real Estate

**CITY OF CORONADO, a California  
municipal corporation**

By:  \_\_\_\_\_  
Tina Friend, City Manager

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Johanna N. Canlas, City Attorney

ATTEST:

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Kelsea Holian, MMC, CPM, City  
Clerk

Attachments:  
Legal Description: Exhibit A  
Plat Map: Exhibit B

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by written easement dated October 31, 2023, from the SAN DIEGO UNIFIED PORT DISTRICT ("Grantor"), to the CITY OF CORONADO, a California municipal corporation, ("Grantee") is hereby accepted by the undersigned officer on behalf of the Grantee pursuant to authority conferred by Resolution No. 9026, of the Grantee adopted on August 20, 2019 and the Grantee consents to recordation thereof by its duly authorized officer.

Dated this 17 day of December, 2024.

  
\_\_\_\_\_  
Tina Friend, City Manager

(FOR USE BY \_\_\_\_\_)

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



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Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name \_\_\_\_\_

- Individual
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- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Attachment 2**

(FOR USE BY SAN DIEGO UNIFIED PORT DISTRICT)

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

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On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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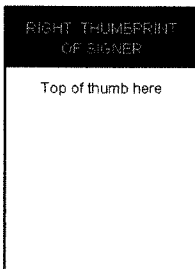
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- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

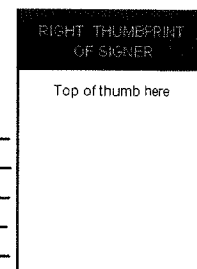


Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**Exhibit A**  
**Legal Description for**  
**First Street Pump Station, Storm Drain Easement**  
**Drawing No. 557-013**

All that certain portion of the Tidelands and Submerged Lands conveyed to the San Diego Unified Port District per File/Page 104392, Series 7, Book 1966 of Official Records of San Diego County, recorded June 24, 1966, pursuant to that certain Act of Legislature of the State of California pursuant to Chapter 67, Statutes of 1962, First Extraordinary Session, as amended, and delineated on that certain Miscellaneous Map No. 564, filed in the Office of the San Diego County Recorder on May 28, 1976, File No. 76-164686, in the City of Coronado, County of San Diego, State of California, described as follows:

**Commencing** at a 3" diameter brass disk monument stamped "SDUPD-029" as shown on Record of Survey Map No. 16668, filed in the Office of the San Diego County Recorder on July 25, 2000; thence leaving said monument South 75°32'09" West a distance of 731.44 feet to Ordinary High Water Mark Station Number 63 as shown on Record of Survey 16818 filed in the office of the San Diego County Recorder December 15, 2000 being also a point on the northerly sideline of First Street, 80.00 feet wide and the **True Point of Beginning**; thence leaving said northerly sideline, North 26°57'05" East a distance of 165.40 feet to Ordinary High Water Mark Station Number 62; thence continuing North 26°57'01" East a distance of 5.98 feet; thence North 59°02'12" West a distance of 10.34 feet; thence North 30°56'41" East a distance of 22.34 feet; thence North 23°13'23" East a distance of 255.50 feet to the United States Bulkhead Line as shown on US Army Corps of Engineers Harbor Lines Map File No. 426; thence westerly along said line, North 63°02'19" West a distance of 24.39 feet; thence leaving said line, South 23°13'23" West a distance of 20.29 feet; thence South 27°32'15" West a distance of 268.99 feet; thence South 15°09'24" East a distance of 18.86 feet; thence South 30°56'31" West a distance of 79.54 feet; thence South 59°03'19" East a distance of 18.75 feet; thence South 27°06'54" West a distance of 65.45 feet; to said northerly sideline of First Street; thence along said line, South 62°58'58" East a distance of 25.57 feet to the **True Point of Beginning**.

Containing 15,063 square feet or 0.35 acres of tidelands area.

The above described land area is delineated on the San Diego Unified Port District Drawing No. 557-013, dated 03/12/2024 and made a part of this agreement.

All bearings and distances in the above legal description are based upon the California Coordinate System of 1983, Zone 6, Epoch 1991.35, in accordance with Section 8801-8819 of the California Public Resources Code.

All distances are grid; to approximate ground distances divide the above grid distances by the combined scale factor of 1.0000209 (21 PPM).

This legal description was prepared by me or under my direction in conformance with the Land Surveyors Act.

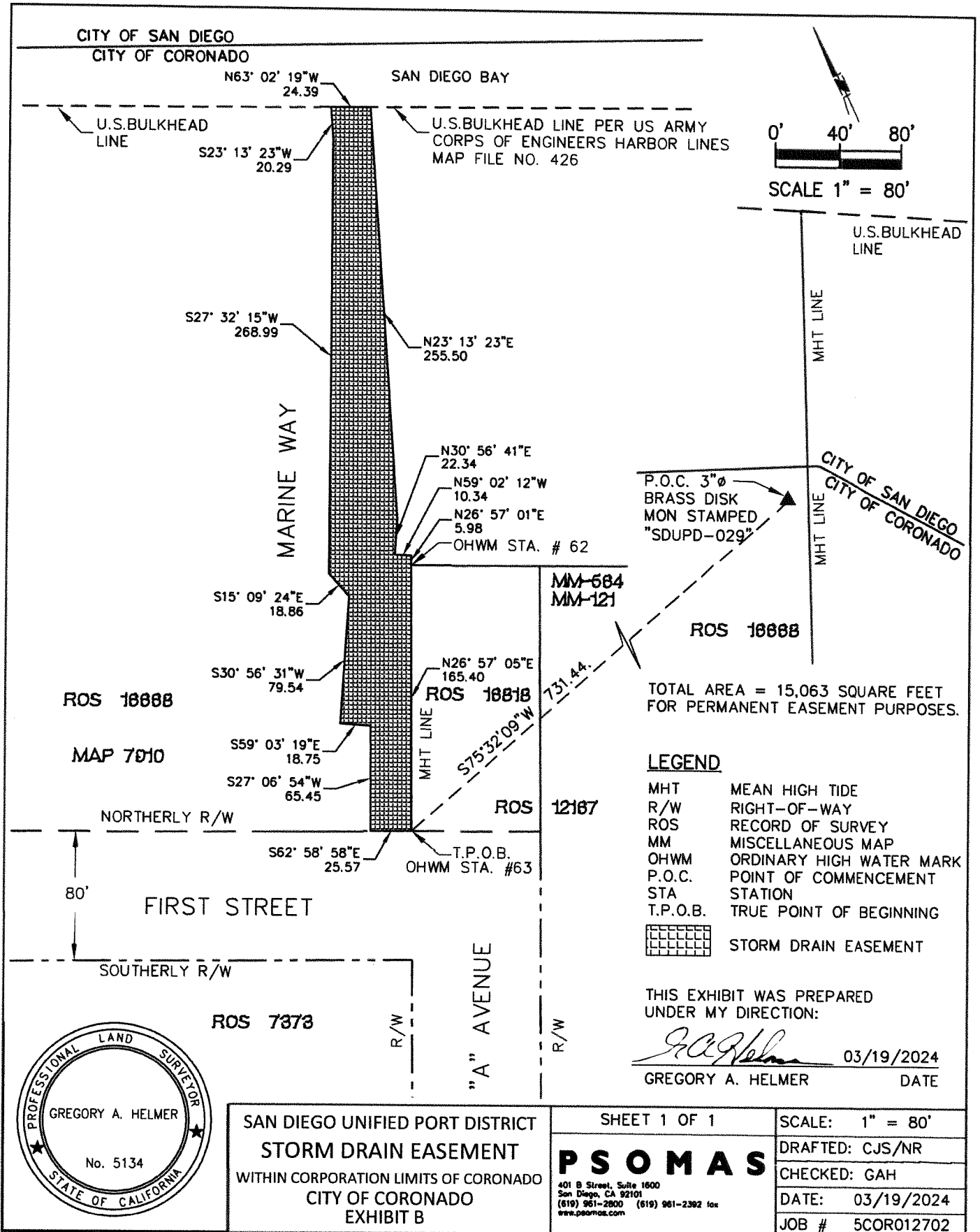


Gregory A. Helmer, PLS 5134

03/19/24

DATE






**Certificate Of Completion**

Envelope Id: 9E573D13-DCD1-49D6-804E-B4E6975C4820	Status: Completed
Subject: Ferry Landing Associates, LLC - Consent Letter	
Source Envelope:	
Document Pages: 13	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Andrea Ormerod
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	3165 Pacific Hwy.
	San Diego, CA 92101
	aormerod@portofsandiego.org
	IP Address: 76.176.11.118

**Record Tracking**

Status: Original	Holder: Andrea Ormerod	Location: DocuSign
1/23/2025 5:10:45 PM	aormerod@portofsandiego.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO Port of San Diego	Location: DocuSign

**Signer Events**

Signer Events	Signature	Timestamp
Art Engel aeengel8@gmail.com Manager Marine Goup Boatworks Security Level: Email, Account Authentication (None)	  Signature Adoption: Drawn on Device Using IP Address: 23.124.214.161	Sent: 1/23/2025 5:15:45 PM Resent: 1/24/2025 8:48:18 AM Viewed: 1/24/2025 12:47:54 PM Signed: 1/24/2025 2:32:40 PM

**Electronic Record and Signature Disclosure:**  
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**In Person Signer Events**

Signature	Timestamp
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**Editor Delivery Events**

Status	Timestamp
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**Agent Delivery Events**

Status	Timestamp
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**Intermediary Delivery Events**

Status	Timestamp
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**Certified Delivery Events**

Status	Timestamp
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**Carbon Copy Events**

Status	Timestamp
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Christian Herrera cherrera@coronadoferrylanding.com Property manager Security Level: Email, Account Authentication (None)		Sent: 1/23/2025 5:15:44 PM Viewed: 1/23/2025 6:38:35 PM
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**Electronic Record and Signature Disclosure:**  
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ID: 1383c9ba-f47d-450b-aebe-e73fa1d73752

Christian Anderson canderson@portofsandiego.org Security Level: Email, Account Authentication (None)		Sent: 1/24/2025 2:32:41 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**Witness Events**

Signature	Timestamp
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	1/24/2025 2:32:40 PM
Completed	Security Checked	1/24/2025 2:32:41 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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<b>Electronic Record and Signature Disclosure</b>
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## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Port of San Diego (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Port of San Diego:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customerservicecenter@portofsandiego.org](mailto:customerservicecenter@portofsandiego.org)

### **To advise Port of San Diego of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [customerservicecenter@portofsandiego.org](mailto:customerservicecenter@portofsandiego.org) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Port of San Diego**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [customerservicecenter@portofsandiego.org](mailto:customerservicecenter@portofsandiego.org) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Port of San Diego**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [customerservicecenter@portofsandiego.org](mailto:customerservicecenter@portofsandiego.org) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Port of San Diego as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Port of San Diego during the course of your relationship with Port of San Diego.



## RIGHT OF ENTRY AGREEMENT

This RIGHT OF ENTRY AGREEMENT (the “Agreement”) is made by and between Ferry Landing Associates, LLC, a California limited liability company (hereinafter the “Ground Lease Tenant”), with a mailing address of 1311 First Street, Coronado, California 92118, and holding a leasehold interest in the real estate commonly known as 1201, 1333 & 1395 1st Street, Coronado, California 92118 (hereinafter the “Property”), and the City of Coronado, a California municipal corporation and public agency (the “City”), with a mailing address of 1825 Strand Way, Coronado, California 92118. This Agreement commences on the later of the execution dates set forth below the signatures (hereinafter the “Effective Date”). City and Ground Lease Tenant may individually be referred to as a “Party” or collectively as the “Parties.” Ground Lease Tenant represents and warrants that Ground Lease Tenant is the ground tenant and holder of the leasehold interest in and to the Property under that certain Lease Agreement dated October 21, 1997 together with all subsequent amendments thereto (collectively, “Lease”) by and between San Diego Unified Port District (“Lessor”) and Ground Lease Tenant, and, pursuant to the Lease, has full power and authority to grant to City the rights of entry set forth in this Agreement.

### THE PARTIES AGREE AS FOLLOWS:

1. Right of Entry. In consideration of the mutual benefits and obligations set forth herein, Ground Lease Tenant hereby authorizes City, its officers, agents, employees and contractors, to enter upon the Property in the area depicted on the map attached hereto as Exhibit A and incorporated fully herein by this reference (the “Work Area”), in connection with the following work (collectively, the “Work”):

The City’s Work will primarily include, but is not limited to, the following: demolish existing attendant booth, portions of pavement, curb and sidewalk, remove 3 palm trees and grass landscaping. City will install three hundred and seventy (370) linear feet of ten-inch diameter (10) storm drain force main, install a new six-foot diameter (6) storm water wet well and a storm water valve vault, install PVC pipeline in existing wetwell, a new check valve at the existing gravity storm drain outfall, and electrical components for a new meter pedestal. City will backfill excavations and restore surface improvements including hardscape and landscape areas.

All Work will be completed as shown on project plans, drawing number S-304, as are on file with the City of Coronado at 1825 Strand Way Coronado, CA 92118, and City shall take all reasonable steps to perform the Work in and upon the Work Area in reasonable consultation with Ground Lease Tenant to achieve the following: (a) to schedule and perform the Work exclusively during the Term (defined below) of this Agreement, save and except minor punch list Work incidental thereto, it being understood by the Parties that the Work shall occur and be completed during the offseason calendar months of October through March notwithstanding the actual commencement of the Term of this Agreement, and (b) to produce a minimum



amount of interference to the operations and business of Ground Lease Tenant and any of its subtenants with respect to the Property in accordance with Section 23 of the Lease. In the event that the Work cannot be completed by the City within the Term in accordance with the foregoing, Ground Lease Tenant shall have the right to delay the City's commencement of the Work until October 1, 2026, with such notice to be delivered in writing no later than three (3) business days following the date of City's advisement to Ground Lease Tenant of its final Work schedule (the "Right to Delay Work"), and in such case, the Work shall be completed by the City no later than March 1, 2027. City covenants to Ground Lease Tenant that it shall, at its sole expense, repair any and all damage to the Property or any part thereof resulting or arising from the Work performed by or on behalf of City pursuant to this Agreement.

2. Ground Lease Tenant's Representations. Ground Lease Tenant represents and warrants that it is the ground lessee interest holder of the Property upon which the Work Area is located, and that no other person or entity has any rights in the forgoing that conflict with City's rights under this Agreement.

3. Responsibility to Mark Private Underground Lines. If Ground Lease Tenant or Lessor has private underground lines at the Work Area, including, but not limited to, sprinklers, sprinkler heads, drains, cables, conduit, pipes or wires (collectively "Impacted Private Lines") then both Parties shall, work together, to the best of their abilities, to research the existence of all Impacted Private Lines (hereinafter "Joint Effort"). In order to facilitate the Joint Effort, Ground Lease Tenant provides below its authorized representative (with contact information) regarding the Joint Effort:

Name: Christian Herrera, General Manager  
 Address: 1311 First Street, Coronado, CA 92118  
 Email: [cherrera@coronadoferrylanding.com](mailto:cherrera@coronadoferrylanding.com)  
 Phone: 619.522.6187

4. Insurance. City shall maintain, at City's sole cost and expense, (i) commercial general liability insurance, including Property Damage, Bodily Injury and contractual liability insurance subject to standard insurance carrier exclusions, in the amount of \$2,000,000 each occurrence, \$4,000,000 aggregate covering damages to the Work Area and/or to the Property to the extent caused by acts or omissions of City, (ii) Auto Liability, including Bodily Injury and property damage in the amount of \$1,000,000 each accident, and (iii) worker's compensation insurance in compliance with California laws. Ground Lease Tenant and Ground Lease Tenant's Property Manager shall be listed as additional insured under blanket endorsement.

5. Term. The term of this Agreement ("Term") shall commence on the Effective Date hereof and shall remain in full force and effect until March 1, 2026; provided, however, the Term shall be subject to adjustment pursuant to Ground Lease Tenant's Right to Delay Work pursuant to the terms and conditions of Section 1.

6. Accessibility of the Property. Construction activity by the City during the Term is expected to occur during normal business hours, 7am – 5pm, Monday – Friday, excepting City-observed holidays. Traffic control will be required to facilitate construction

activity. Unless otherwise approved by both Ground Lease Tenant and City, at least one lane of traffic will be maintained through the work zone at all times to accommodate traffic in and out of the Ferry Landing area, including but not limited to the Property.

7. Indemnification. City agrees to indemnify, defend and hold Ground Lease Tenant and its officers, directors, managers, members, employees, contractors, agents, subtenants and licensees harmless from and against any and all damages, liabilities, penalties, fines, costs and expenses (including reasonable attorneys' fees) arising from third party suits and claims for bodily injury, including death, to persons or damage to property caused by or resulting from City's acts or omissions in the performance of the Work, except to the extent caused by the negligence or willful misconduct of Ground Lease Tenant.

8. Reimbursement. Upon receipt of sufficient documentation, City agrees to reimburse Ground Lease Tenant for its actual and reasonable attorney fees, which shall in no event exceed \$2,000, incurred in connection with reviewing this Agreement before its execution.

9. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to, and supersedes all prior agreements, promises and understandings, whether oral or written, with respect to, the subject matter contained herein. This Agreement shall not be modified, amended, supplemented or revised, except by a written document signed by both Parties.

10. Governing Law and Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of San Diego. Ground Lease Tenant hereby waives the right to remove any action from San Diego County as is otherwise permitted by California Code of Civil Procedure Section 394.

11. Drafting Ambiguities. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision that is the sole responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

12. Severability. In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion, or portions of this Agreement as shall be found to be illegal or unenforceable without affecting the remaining provisions of this Agreement.

13. Counterparts and Electronic Signatures. This Agreement may be signed in several counterparts, each of which will be fully effective as an original and all of which together will constitute one and the same instrument. This Agreement may be signed electronically by DocuSign® or similar method and signatures may be transmitted by facsimile or email, any of which will be deemed the equivalent of an original signature.

14. Signatories. Each signatory and Party hereto hereby warrants and represents to the other Party that it has legal authority and capacity and direction from its principal to enter into this Agreement, and that all resolutions or other actions have been taken so as to enable it to enter into this Agreement.

IN WITNESS WHEREOF, the Parties have executed this this on the dates set forth below their respective signatures, with this Agreement effective upon execution by both Parties as of the date first indicated above.

**City of Coronado**

**Ferry Landing Associates, LLC, a California limited liability company**

By: \_\_\_\_\_  
Tina Friend  
City Manager

By: \_\_\_\_\_  
Christian Herrera, General  
Manager and Authorized  
Signatory

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Leon Firsh Director of Public Services and Engineering      Date

**APPROVAL AS TO FORM:**

\_\_\_\_\_  
Johanna N. Canlas, City Attorney      Date

**ATTEST:**

\_\_\_\_\_  
Kelsea Holian, MMC, CPM      Date  
City Clerk

# EXHIBIT A

## MAP OF WORK AREA



Work Zone Area

**RESOLUTION NO. 9026**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORONADO, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE CERTIFICATES OF ACCEPTANCE FOR DEEDS OR GRANTS CONVEYING EASEMENTS TO THE CITY PURSUANT TO GOVERNMENT CODE SECTION 27281**

**WHEREAS**, Government Code section 27281 requires that deeds or grants conveying any interest in or easement upon real estate to a government agency for public purposes shall not be accepted for recordation without the consent of the governmental agency evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant; and

**WHEREAS**, Government Code section 27281 also states that a governmental agency, by a general resolution, may authorize one or more officers or agents to accept and consent to such deeds or grants; and

**WHEREAS**, the City Council desires to delegate the authority to the City Manager to accept easements on the City’s behalf; and

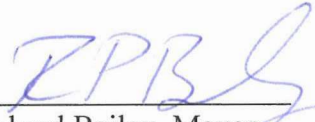
**WHEREAS**, this Resolution limits the delegation of authority to accept only easements and not any other interests in real estate.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Coronado, California, as follows:

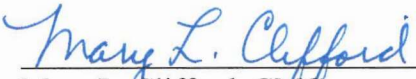
- Section 1. The above recitals are true and correct and incorporated herein.
- Section 2. The City Manager is authorized on behalf of the City of Coronado to execute certificates of acceptance and consents for all deeds, grants and other conveyances transmitting easements for public purposes to the City of Coronado.
- Section 3. If the City Manager is unavailable to execute such certificates of acceptance and consent, the Interim or Acting City Manager is so authorized.

**PASSED AND ADOPTED** by the City Council of the City of Coronado, California, this 20th day of August 2019, by the following vote, to wit:

<b>AYES:</b>	<b>BENZIAN, DONOVAN, SANDKE, BAILEY</b>
<b>NAYS:</b>	<b>HEINZE</b>
<b>ABSTAIN:</b>	<b>NONE</b>
<b>ABSENT:</b>	<b>NONE</b>

  
 Richard Bailey, Mayor  
 City of Coronado

**ATTEST:**

  
 Mary L. Clifford, CMC  
 City Clerk

**DRAFT****ORDINANCE xxxx****ORDINANCE FINDING THE BOARD ACTION EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), INCLUDING WITHOUT LIMITATION CEQA GUIDELINES SECTION 15301 AND GRANTING A FIFTY (50) YEAR EASEMENT TO THE CITY OF CORONADO FOR THE OWNERSHIP AND OPERATION OF A STORM DRAIN LOCATED AT FIRST STREET IN THE CITY OF CORONADO**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1 (Port Act); and

**WHEREAS**, Section 21 of the Port Act authorizes the Board of Port Commissioners (Board) to pass all necessary ordinances and resolutions for the regulation of the District; and

**WHEREAS**, the City of Coronado (City) has been experiencing flooding in the vicinity of First Street and A Avenue during large storm events; and

**WHEREAS**, a current gravity fed storm drain is located on District tidelands on the Ferry Landing Associates, LLC (FLA) leasehold located at 1311 First Street, which storm drain has been in place for over 50 years and is inadequate to handle heavy rains (see Attachment A to the agenda sheet to which this Ordinance relates) (Premises); and

**WHEREAS**, the current storm drain system's outlet to the Bay is partially or fully submerged by high tides; as a result, the system's ability to discharge storm water runoff from rain events is negatively impacted leading to localized flooding of the surrounding area; and

**WHEREAS**, the flooding has led to the failure of a transformer that provides power to the City's sewer pump station that serves the entire Coronado community, including the Navy's three installations (Naval Air Station North Island, Naval Amphibious Base Coronado, and Silver Strand Training Complex); and

**WHEREAS**, to mitigate the flooding problem, the City is proposing to replace the current gravity fed storm drain with a permanent storm water pump station; and

**WHEREAS**, the new system will consist of a curb inlet at the intersection

XXXX

of First Street and A Avenue, a thirty-six-inch concrete pipe that discharges into San Diego Bay, and a low-flow storm water diverter system that helps improve water quality in the Bay by diverting low flows of runoff to the adjacent sewer via a diverter pump and a small force main; and

**WHEREAS**, the diverter pump will be located in a vault structure in the landscaped area of the FLA leasehold adjacent to the entry driveway, and the diverter structure is located behind a wooden baffle and circular flap gate that helps prevent ocean tides from entering the diverter wet well chamber; and

**WHEREAS**, the current storm drain is a legacy storm drain, which was in existence prior to the formation of the District and was not previously covered by a formal recorded easement; and

**WHEREAS**, District staff and the City have negotiated a new easement in the form of Attachment B to the agenda sheet to which this Ordinance relates (Easement) for a term of 50 years for the ownership, construction, operation, maintenance, repair, replacement, and inspection of storm drain infrastructure; and

**WHEREAS**, following the Easement's expiration or earlier termination, the District may require the City to remove all facilities placed within the Easement area; and

**WHEREAS**, rent will not be charged to the City under the Easement as the improvements to be installed and the City's ongoing maintenance responsibilities are a public benefit that will mitigate an existing flooding problem; and

**WHEREAS**, a Right of Entry Permit between the City and FLA will be required for construction access, including ingress and egress (see Attachment D to the agenda sheet to which this Ordinance relates); and

**WHEREAS**, the proposed Board actions, including, without limitation, finding the Board action exempt under the California Environmental Quality Act (CEQA), including CEQA Guidelines Section 15301, and granting the Easement to the City, are Categorically Exempt pursuant to CEQA Guidelines Section 15301 of the District's Guidelines for Compliance with CEQA because granting the Easement and upgrading the storm drain infrastructure would involve no expansion of use beyond that previously existing and would not result in a significant cumulative impact due to the continuation of the existing use; and

**WHEREAS**, the District has determined none of the six exceptions to the use of a categorical exemption apply (CEQA Guidelines Section 15300.2); and



XXXX

**WHEREAS**, the proposed Board actions comply with Section 87(a)(1) of the Port Act, which allows for the establishment, improvement, and conduct of a harbor, and for the construction, reconstruction, repair, maintenance, and operation of wharves, docks, piers, slips, quays, and all other works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient for the promotion and accommodation of commerce and navigation; and

**WHEREAS**, the Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine; consequently, the proposed Board actions are consistent with the Public Trust Doctrine; and

**WHEREAS**, the proposed Board actions are considered excluded development pursuant to Section 8.a. of the District's Coastal Development Permit Regulations because granting the Easement and upgrading the storm drain infrastructure would involve negligible or no expansion of use beyond that previously existing; and

**WHEREAS**, for the reasons set forth above, staff recommends the Board adopt an ordinance: (1) finding the Board action exempt under CEQA, including without limitation, CEQA Guidelines Section 15301; and (2) granting a 50-year Easement to the City of Coronado for the ownership, construction, operation, maintenance, repair, replacement, and inspection of storm drain infrastructure located at the Premises.

**NOW, THEREFORE**, the Board of Port Commissioners of the San Diego Unified Port District does ordain as follows:

1. The Board finds that the facts recited above are true and further finds that the Board has jurisdiction to consider, approve, and adopt the subject of this Ordinance.

2. Based on the entire record available to the Board and the findings set forth in this Ordinance, the Board finds that the Board action granting the Easement to the City of Coronado in the form of Attachment B to the agenda sheet to which this Ordinance relates for the ownership, construction, operation, maintenance, repair, replacement, and inspection of storm drain infrastructure located at First Street in the City of Coronado, exempt under the California Environmental Quality Act (CEQA), including, without limitation, CEQA Guidelines Section 15301.

3. Based on the entire record available to the Board and the findings set forth in this Ordinance, the Executive Director or their designated representative is hereby authorized to execute the Easement in the form of Attachment B to the agenda sheet to which this Ordinance relates.

XXXX

4. This Ordinance shall take effect on the 31<sup>st</sup> day from its passage by the Board of Port Commissioners.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy General Counsel

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11<sup>th</sup> day of February 2025, by the following vote:

**FILE NUMBER: 2025-058**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Resolution Amending BPC Policy No. 630, FWA Prevention Policy**

**DESCRIPTION: Adopt Resolution Amending Board of Port Commissioner's Policy No. 630, Fraud, Waste, and Abuse Prevention Policy**

**EXECUTIVE SUMMARY:**

Board of Commissioner Policy No. 630, Fraud Prevention Policy, was initially adopted on July 11, 2006, and last updated on October 12, 2021. While the original policy established a robust framework for addressing fraudulent activities within the District, a more comprehensive approach was deemed necessary to strengthen the policy's scope. This revision aims to expand the policy's reach, explicitly incorporating waste and abuse, areas previously implied but not clearly defined in the earlier versions.

The proposed changes offer a clearer and more detailed framework for preventing fraud and wasteful and abusive practices, ensuring that all such misconduct is explicitly addressed within the District's governance structure.

The Policy Review Committee (PRC) reviewed these updates on November 18, 2024, followed by the Audit Oversight Committee (AOC) on December 12, 2024. The revised policy is now being presented for the Board's approval, continuing to support the District's commitment to integrity, accountability, and transparency.

**RECOMMENDATION:**

Adopt a Resolution amending BPC Policy No. 630, Fraud, Waste, and Abuse Prevention Policy.

**FISCAL IMPACT:**

There is no fiscal impact.

**COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.

**DISCUSSION:**

The BPC Policy No. 630, Fraud Prevention Policy, initially adopted on July 11, 2006, and last updated on October 12, 2021, has undergone significant revision to strengthen its impact and expand its scope. The new Fraud, Waste, and Abuse Prevention Policy not only builds on the original purpose of safeguarding District resources but also provides

greater clarity on the methods and tools for preventing all forms of improper conduct. This revision ensures that the policy leaves no room for ambiguity, offering a more comprehensive and structured approach.

Key updates include:

- **Policy Name Change:** The policy has been renamed from Fraud Prevention Policy to Fraud, Waste, and Abuse Prevention Policy, better reflecting its broader scope.
- **Expanded Scope:** While the original policy was primarily aimed at employees, the revised policy now explicitly applies to non-employees, such as the Board of Port Commissioners, volunteers, consultants, contractors, and any external parties conducting business with the District, ensuring uniform standards across all relationships.
- **Enhanced Definitions:** The revision provides clear definitions of fraud, waste, and abuse, along with relevant examples. This eliminates previous ambiguities, ensuring a thorough understanding of these terms and reinforcing compliance.
- **Improved Reporting Mechanisms:** The updated policy strengthens how individuals can report potential misconduct. It offers detailed guidance for reporting via confidential channels, including Fraud, Waste, and Abuse Hotline, email, and online platforms. Both internal and external stakeholders are encouraged to report using methods they find most comfortable.
- **Bolstered Whistleblower Protections:** While the previous policy addressed retaliation, the revised policy introduces formalized whistleblower protections for employees, ensuring those employees report concerns are safeguarded. It also commits to promptly addressing any claims of retaliation.
- **Clear Investigation Procedures:** The revision outlines the process for conducting investigations into reported issues, ensuring all reports are handled with the utmost confidentiality and transparency. It includes defined roles for the Office of the Port Auditor, Office of the General Counsel, and People Services, formalizing their responsibilities in investigations.
- **Strengthened Oversight and Monitoring:** The updated policy emphasizes ongoing audits, continuous monitoring, and the use of data analytics to proactively identify and address potential issues. This ensures a more preventive approach to safeguarding District resources that align with industry best practices.

By implementing these updates, the District reaffirms its commitment to ethical standards, accountability, and transparency. The revised policy's more comprehensive framework ensures that the District is well-equipped to identify, address, and prevent fraud, waste, and abuse, fostering a culture of integrity and responsible resource management for the future.

### **General Counsel's Comments:**

The Office of the General Counsel has reviewed this agenda sheet and attachments to it and approves the same as to form and legality.

## **Environmental Review:**

The proposed Board action, including without limitation, adopting a resolution amending Board of Port Commissioner's Policy No. 630, Fraud, Waste, and Abuse Prevention Policy, does not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because there is not a potential to result in a direct or indirect physical change in the environment. Therefore, the proposed Board action is not subject to CEQA and no further action under CEQA is required.

The proposed Board action complies with Section 21 and 35 of the Port Act which allow for the Board to pass resolutions and to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine.

The proposed Board action does not allow for development, as defined in Section 30106 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or an exclusion finding is not required.

## **Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

## **PREPARED BY:**

Mark Yeilding  
Port Auditor

## **Attachment(s):**

Attachment A: BPC Policy No. 630, Fraud, Waste, and Abuse Prevention Policy – Final  
Attachment B: BPC Policy No. 630, Fraud Prevention Policy – Redlined  
Attachment C: BPC Policy No. 630, Fraud Prevention Policy – Original  
Attachment D: Resolution No. 2025



## BPC Policy No. 630

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### **SUBJECT: FRAUD, WASTE, AND ABUSE PREVENTION POLICY**

#### **PURPOSE:**

The San Diego Unified Port District (District) is committed to creating and supporting a workplace culture that promotes integrity, ethical decision-making, honesty, and accountability and prevents fraud, waste, and abuse (FWA). As such, this Policy intends to establish and maintain a fair, ethical, and honest business environment for all Board of Port Commissioners, employees, volunteers, consultants, contractors, and anyone with whom the District has a business relationship. The purpose of this Policy is to establish a common understanding of FWA, the methods and tools that the District has implemented to prevent these concerns, and the actions that should be taken if fraud, waste, or abuse is suspected of occurring.

#### **SCOPE:**

This Policy applies to all employees (permanent, limited, and temporary), (Board of Port Commissioners, Committee Members), volunteers, consultants, contractors, and any other persons or entities doing business with the District. This Policy applies to any suspected or actual FWA against the District or the public served by this organization.

#### **ABOUT FRAUD, WASTE, AND ABUSE OF PUBLIC FUNDS OR ASSETS:**

California Government Code Section 53087.6(f)(4) defines "fraud, waste or abuse" and "improper governmental activity" as "any activity by a local agency, employee, or contractor or subcontractor that may be in violation of any local, state, or federal law, ordinance, or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse or misappropriation of government property, funds, or resources, or willful omission to perform a duty, is economically wasteful, or involves gross misconduct."

The Government Code Section 53087.6 also allows an auditor to maintain a hotline to receive calls from persons who have potential information regarding fraud, waste or abuse or improper government activity.

#### **DEFINITIONS:**

For the purpose of this Policy, the following terms have the following meanings.

**Fraud:** Fraud is defined as a dishonest and deliberate course of action that results in

obtaining money, property, or an advantage to which employees or officials committing the action would not normally be entitled. Fraud also encompasses intentional misleading or deceitful conduct that deprives the District of its resources or rights. There are three categories of fraud. They include 1) financial statement fraud, 2) misappropriation of assets, and 3) corruption.

Waste: Waste is defined as the needless, careless, or extravagant expenditure of District funds, incurring unnecessary expenses, or mismanagement of District resources or property. Waste does not necessarily involve private use or personal gain, but it almost always signifies poor management decisions, practices, or controls.

Abuse: Abuse is defined as intentional, wrongful, or improper use or destruction of District resources or improper practice that does not involve prosecutable fraud. Abuse can include the excessive or improper use of an employee or official's position in a manner other than its rightful or legal use.

Improper Government Activity: Improper Government Activity means any activity or act by an executive manager, director, department, officer (elected or appointed, or employee relating to the performance of official District business, duties, and responsibilities. These include (1) gross mismanagement, (2) significant waste of public funds, (3) abuse of authority, or (4) substantial and specific dangers to public health and safety.

Gross Mismanagement: This is defined as the failure to exercise even a substandard level of performance relating to the management of projects, programs, activities, functions, services, and responsibilities.

Significant Waste of Public Funds: This is defined as an unnecessary expenditure of a substantial amount or a series of unnecessary expenditures of smaller amounts.

Abuse of Authority: This is defined as the willful exercise of authority for improper or wrongful purposes.

Substantial and Specific Danger to Public Health and Safety: This is defined as a risk of serious injury, illness, peril, or loss, to which the exposure of the public is a gross deviation from the standard of care or competence that a reasonable person would observe in the same situation.

#### **EXAMPLES OF FRAUD, WASTE, AND ABUSE:**

- Misappropriation of funds: Includes theft of cash or funds, personal purchases using District resources, falsifying travel expense reports, misuse of expense cards, false invoicing, payroll falsification, creating unnecessary overtime, and forgery or unauthorized alteration of documents.
- Misappropriation of property: Theft or removal of District equipment, inventory, or supplies; using District equipment for personal use; using one's position to gain advantage with a vendor; and inappropriate use of District furniture, fixtures, and equipment.

- Misappropriation of insurance proceeds: Filing false claims for workers' compensation, accidents, or other insurance claims.
- Corruption and bribery: Overcharging for goods or services, receiving secret commissions (kickbacks), accepting gifts or services as an inducement for contracts, and collusive bidding, not in compliance with relevant District Policies.
- Knowingly making misleading statements: False accounting, deliberate misstatement of accounting information.
- Gross misconduct: Deliberate wrongdoing, disclosing confidential information, and destruction of records that undermines trust with the District as it pertains to Fraud, Waste, and Abuse.
- Willful omission or concealment: Intentional omission or misrepresentation of material facts critical to the District's operations.
- Conflict of interest: Engaging in transactions where personal relationships improperly influence decisions, like awarding contracts to relatives.
- Money laundering: Using legitimate operations to conceal the origins of illegally obtained money.
- Unauthorized use of information: Using confidential data for personal gain or unauthorized purposes, including identity theft and intellectual property theft.
- Falsification of records: Tampering with financial statements or official documents to manipulate data for personal or organizational benefit.
- Overstatement or understatement of inventory: Deliberately misreporting inventory levels to deceive stakeholders or alter financial outcomes.
- Ghost employees: Creating fictitious employees or keeping former employees on payroll to funnel wages into fraudulent accounts.
- Expense reimbursement fraud: Submitting false or exaggerated claims for reimbursement, such as for mileage or business-related expenses.
- Inefficient use of resources (Waste): Using District resources or funds inefficiently, such as through unnecessary purchases or excessive use of services.
- Time abuse (Abuse): Abusing work hours, excessive personal time on the clock, or misusing time-off policies for non-work activities.

### **FRAUD, WASTE, AND ABUSE HOTLINE:**

The District's FWA Hotline is a confidential resource for reporting fraud, waste, or abuse, or improper governmental activities. The hotline aims to prevent the loss of District resources and deter fraudulent or abusive behavior. All submissions are handled confidentially and can be made via phone, email, or U.S. mail.

Reports related to personnel issues or personnel policy violations must be submitted to the People Services Department for investigation. Any matter received by this office related to personnel issues or personnel policy violations will be referred to the People Services Department.

### **REPORTING PROCEDURES:**

Internal Reporting: Any District employee who has knowledge of an occurrence of FWA or has reason to suspect that a similar impropriety has occurred may immediately report the circumstances using the standard chain of command, beginning with the immediate



supervisor. However, if an employee does not feel comfortable reporting possible fraudulent conduct through the chain of command, then they may report suspected misconduct directly to any of the following:

- Fraud, Waste, and Abuse Hotline (888) 203-8330
- [www.ethicspoint.com](http://www.ethicspoint.com) and click on "File a Report"
- Port Auditor, Office of the Port Auditor, via email
- Director, People Services, via email
- General Counsel/Ethics Officer, Office of the General Counsel, via email

External and Anonymous Reporting: Any citizen who has knowledge of an occurrence of fraudulent activity by District Commissioners, officers, employees, vendors, customers, and others may report suspected misconduct directly to Customer Service by calling (619) 686-6200. In addition, suspected misconduct may be reported to the District's Fraud, Waste, and Abuse Hotline at (888) 203-8330, on the District's website at [www.portofsandiego.org](http://www.portofsandiego.org), or to [www.ethicspoint.com](http://www.ethicspoint.com) and click on "File a Report."

#### **DATA PROTECTION AND PRIVACY:**

The District recognizes that confidentiality is vital to all parties involved in an investigation. Confidentiality will be maintained to the fullest extent provided by law and consistent with the California Public Records Act.

The District has implemented strict data protection measures to ensure the secure handling and storage of all FWA reports and related investigation materials. All electronic or physical data will be managed with the highest level of confidentiality, consistent with the District's policies and best practices for data protection.

To protect the identity and privacy of whistleblowers, witnesses, and individuals accused of misconduct, the District will ensure that all FWA reports are handled with discretion. Confidentiality will be maintained throughout the investigation to prevent unnecessary disclosure of sensitive information.

The District will ensure that its data protection practices align with the California Public Records Act and other relevant state and federal privacy laws, ensuring that the personal information of all involved parties is treated with respect and kept confidential unless disclosure is required by law.

#### **WHISTLEBLOWER PROTECTION:**

The District strictly prohibits retaliation against any employee who reports FWA in good faith. Employees who believe they have been subject to retaliation for reporting or cooperating in an investigation of FWA must report the retaliation through the appropriate channels, including to their direct supervisor or the Director of People Services. Any retaliation will be investigated and addressed promptly, and disciplinary action will be taken against those responsible for retaliatory behavior, including up to termination. In addition, those who bring matters to the District's FWA Hotline are protected through the State of California Whistleblower Protection Statute, California Labor Code Sections 1102.5 and

1106, as well as potentially the District's personnel Rules and policies.

### **INVESTIGATION PROCESS:**

The District is committed to investigating all complaints of FWA in a thorough and impartial manner. When necessary, an external investigator may be engaged to conduct the inquiry. The District or appointed investigator will promptly assess whether reported misconduct occurred and if it violates this or any other policy. Throughout the investigation, strict confidentiality will be maintained in accordance with policy. All parties involved—including the complainant, accused, and interviewees—will be reminded of the confidentiality clause and the organization's zero-tolerance stance on retaliation. A detailed record of the investigation will be kept in accordance with the District's document retention policy, and upon completion, the complainant and accused will receive notification as appropriate.

### Responsibilities and Investigative Roles

#### Office of the Port Auditor - Port Auditor

- Responsibility: The Port Auditor is responsible for investigating all reports of FWA within the District. This includes investigating financial misappropriations, theft of assets, improper use of District resources, and any activities that lead to economic waste or abuse of authority. The Port Auditor also manages the Fraud, Waste, and Abuse Hotline and ensures that all investigations are conducted confidentially, and the findings are reported to the appropriate parties. Examples include investigating fraudulent invoicing, misusing expense cards, or stealing District property.
- If the Port Auditor receives a hotline report that does not involve FWA (e.g., ethical or personnel-related complaints), the Port Auditor will promptly refer the matter to the appropriate department for investigation. This may involve forwarding ethical complaints to the General Counsel or personnel-related issues to the People Services Department. The Port Auditor will continue to follow up with the department handling the investigation to ensure it is completed and any necessary actions are taken.
- Quarterly Reporting: The Port Auditor will report quarterly on all FWA reports and their investigation status to the Audit Oversight Committee and the Board of Port Commissioners. This report will include all cases received via the Office of the Port Auditor or the FWA Hotline, ensuring transparency and accountability in addressing all concerns raised.

#### Office of the General Counsel - Ethics Officer

- Responsibility: The Office of General Counsel handles all investigations related to ethical violations, including potential violations of federal and State laws, as well as the District's Ethics Ordinance. This includes breaches of ethical standards, conflicts of interest, and violations of District policies that do not necessarily fall under fraud or personnel issues. Examples include investigating a conflict of interest where an employee may have an undisclosed financial relationship with a

District vendor.

People Services Department – Director

- **Responsibility:** The People Services Department is responsible for investigating personnel violations, which include violations of employee conduct, harassment, discrimination, and other workplace behavioral concerns. They ensure that personnel-related issues are addressed in accordance with District rules and regulations, policies, state and federal laws, and employment regulations. Examples include investigating allegations of workplace harassment, inappropriate conduct, or violations of leave policies. The People Services Department is also responsible for coordinating with third-party investigators if external expertise is required to investigate.

### **PERIODIC AUDITS AND MONITORING:**

To ensure ongoing compliance with the FWA Prevention Policy, the Office of the Port Auditor is committed to implementing a system of periodic audits and continuous monitoring. These measures aim to identify potential issues early and to maintain the integrity of the District's operations.

**Internal Audits:** The Office of the Port Auditor will conduct regular internal audits as part of its proactive approach to preventing FWA. These audits will include reviews of financial transactions, operational procedures, and adherence to rules and policies. The scope and frequency of audits will be determined based on risk assessments, ensuring that high-risk areas receive appropriate scrutiny. In addition to scheduled audits, targeted reviews may be conducted in response to specific concerns or whistleblower reports. These audits will address any identified vulnerabilities or inefficiencies in the system.

**Monitoring Systems:** The District utilizes an automated monitoring system to support further FWA prevention efforts to detect anomalies and irregularities. This system tracks financial transactions to flag potential misconduct.

- **Data Analytics:** The District employs data analytics to identify patterns indicative of fraud or waste, such as unusual spending behaviors, duplicate payments, or inconsistent reporting.
- **Continuous Improvement:** Results from periodic audits and monitoring activities will be used to improve internal controls and safeguard District resources. Recommendations for corrective actions will be made, and follow-up reviews will be conducted to ensure compliance.

**Oversight and Accountability:** The Executive Leadership Group and relevant departments will review findings from these audits and monitoring efforts and take appropriate action as needed. The Office of the Port Auditor will also report to the Board of Port Commissioners, ensuring transparency and accountability in the management of District assets.

**OUTCOME AND CONSEQUENCES:**

Any officer or employee found responsible for FWA or similar improprieties in violation of this policy shall be subject to appropriate disciplinary action, up to and including termination. In addition, employees or officers who knowingly make false allegations will be subject to disciplinary measures, up to and including termination. The severity of the disciplinary action will depend on the specific circumstances of the violation. The District will also implement any necessary remedial actions to address and correct the circumstances and prevent future occurrences. These measures may include but are not limited to disciplinary action, personnel reorganization, training and education, counseling, termination, or other employee support programs.

In cases of Commissioner misconduct, actions will be governed by the rules and regulations of their respective jurisdictions as well as applicable state and federal laws, including but not limited to the Political Reform Act, Government Code Section 1090, the Brown Act, and common law provisions.

**TRAINING:**

All employees will receive regular training in identifying and reporting FWA as part of the organization's commitment to ethical conduct. Awareness campaigns will be conducted to ensure that all stakeholders are informed of their responsibilities under this procedure.

**CONCLUSION:**

This procedure establishes the organization's commitment to maintaining an environment that prevents and addresses fraud, waste, and abuse. Through effective reporting mechanisms, investigation processes, and employee training, the organization strives to protect its resources and uphold ethical standards.

This procedure will be reviewed and updated regularly to ensure it aligns with current legal standards and organizational needs.

The policy and any related procedures shall be distributed to all Employees. Additional copies will also be available from the District's Intranet (<http://posd.sharepoint.com/sites/HomePort>).

RESOLUTION NUMBER AND DATE: 2021-117, dated October 12, 2021 (Supersedes BPC Policy No. 630, Resolution 2010-124, dated August 3, 2010; Resolution 2008-117, dated July 1, 2008; Resolution 2006-113, dated July 11, 2006)



## BPC Policy No. 630

**SUBJECT: FRAUD, WASTE, AND ABUSE -PREVENTION POLICY**

### **PURPOSE**PURPOSE:

The San Diego Unified Port District (District) is committed to creating and supporting a workplace culture that promotes integrity, ethical decision-making, honesty, and accountability and prevents fraud, waste, and abuse (FWA). As such, this Policy intends to establish and maintain a fair, ethical, and honest business environment for all Board of Port Commissioners, employees, volunteers, consultants, contractors, and anyone with whom the District has a business relationship. The purpose of this Policy is to establish a common understanding of FWA, the methods and tools that the District has implemented to prevent these concerns, and the actions that should be taken if fraud, waste, or abuse is suspected of occurring. ~~(1) To affirm the San Diego Unified Port District's (District) commitment to safeguard the organization and its assets from fraud and other similar improprieties.~~

### **SCOPE:**

This Policy applies to all employees (both permanent, limited, and temporary), (Board of Port Commissioners, Committee Members), volunteers, outside agencies, consultants, contractors, and any other persons or entities doing business with the District. This Policy applies to any suspected or actual FWA against the District or the public served by this organization. ~~(2) To provide a process for receipt, treatment, and retention of fraud complaints.~~

### **POLICY STATEMENT:**ABOUT FRAUD, WASTE, AND ABUSE OF PUBLIC FUNDS OR ASSETS:

California Government Code Section 53087.6(f)(4) collectively defines "fraud, waste or abuse" and "improper governmental activity" as "any activity by a local agency, employee, or contractor or subcontractor that may be in violation of any local, state, or federal law, ordinance, or regulation relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse or misappropriation of government property, funds, or resources, or willful omission to perform a duty, is economically wasteful, or involves gross misconduct."

~~any activity by a local agency or employee that is undertaken in the performance of the employee's official duties, including activities deemed to be outside the scope of his or her their employment, that is in violation of any local, state, or federal law or regulation~~

relating to corruption, malfeasance, bribery, theft of government property, fraudulent claims, fraud, coercion, conversion, malicious prosecution, misuse of government property, or willful omission to perform duty, is economically wasteful, or involves gross misconduct.”

The Government Code Section 53087.6 also allows an auditor to maintain a hotline to receive calls from persons who have potential information regarding fraud, waste or abuse or improper government activity.

Improper Government Activity means any activity or act by executive management, director, department, officer (elected or appointed), or employee relating to the performance of official District business, duties, and responsibilities.

California Government Code Section 8547 provides a framework for identifying and addressing improper government activities. activity means any activity or act by an executive manager, director, department, officer (elected or appointed), or employee relating to the performance of official District business, duties, and responsibilities. s, et seq. These include (1) gross mismanagement, (2) significant waste of public funds, (3) abuse of authority, or (4) substantial and specific danger to public health and safety.

Gross Mismanagement means the failure to exercise even a substandard level of performance relating to the management of projects, programs, activities, functions, services, and responsibilities.

Significant waste of public funds means an unnecessary expenditure of a substantial amount or a series of unnecessary expenditures of smaller amounts.

Abuse of Authority means the willful exercise of authority for improper or wrongful purposes.

Substantial and specific danger to public health and safety means a risk of serious injury, illness, peril, or loss, to which the exposure of the public is a gross deviation from the standard of care or competence that a reasonable person would observe in the same situation.

## DEFINITIONS:

For the purpose of this Policy, the following terms have the following meanings.

Fraud: Fraud is defined as a dishonest and deliberate course of action that results in obtaining money, property, or an advantage to which employees or officials committing the action would not normally be entitled. Fraud also encompasses intentional misleading or deceitful conduct that deprives the District of its resources or rights. There are three categories of fraud. They include 1) financial statement fraud, 2) misappropriation of

assets, and 3) corruption.

Waste: Waste is defined as the needless, careless, or extravagant expenditure of District funds, incurring unnecessary expenses, or mismanagement of District resources or property. Waste does not necessarily involve private use or personal gain, but it almost always signifies poor management decisions, practices, or controls.

Abuse: Abuse is defined as intentional, wrongful, or improper use or destruction of District resources or improper practice that does not involve prosecutable fraud. Abuse can include the excessive or improper use of an employee or official's position in a manner other than its rightful or legal use.

Improper Government Activity: Improper Government Activity means any activity or act by an executive manager, director, department, officer (elected or appointed, or employee relating to the performance of official District business, duties, and responsibilities. These include (1) gross mismanagement, (2) significant waste of public funds, (3) abuse of authority, or (4) substantial and specific dangers to public health and safety.

Gross Mismanagement: This is defined as the failure to exercise even a substandard level of performance relating to the management of projects, programs, activities, functions, services, and responsibilities.

Significant Waste of Public Funds: This is defined as an unnecessary expenditure of a substantial amount or a series of unnecessary expenditures of smaller amounts.

Abuse of Authority: This is defined as the willful exercise of authority for improper or wrongful purposes.

Substantial and Specific Danger to Public Health and Safety: This is defined as a risk of serious injury, illness, peril, or loss, to which the exposure of the public is a gross deviation from the standard of care or competence that a reasonable person would observe in the same situation.

#### **EXAMPLES OF FRAUD, WASTE, AND ABUSE:**

- Misappropriation of funds: Includes theft of cash or funds, personal purchases using District resources, falsifying travel expense reports, misuse of expense cards, false invoicing, payroll falsification, creating unnecessary overtime, and forgery or unauthorized alteration of documents.
- Misappropriation of property: Theft or removal of District equipment, inventory, or supplies; using District equipment for personal use; using one's position to gain advantage with a vendor; and inappropriate use of District furniture, fixtures, and equipment.
- Misappropriation of insurance proceeds: Filing false claims for workers' compensation, accidents, or other insurance claims.

- Corruption and bribery: Overcharging for goods or services, receiving secret commissions (kickbacks), accepting gifts or services as an inducement for contracts, and collusive bidding, not in compliance with relevant District Policies.
- Knowingly making misleading statements: False accounting, deliberate misstatement of accounting information, ~~and falsifying employment history or qualifications.~~
- Gross misconduct: Deliberate wrongdoing, disclosing confidential information, and destruction of records that undermines trust with the District as it pertains to Fraud, Waste, and Abuse.
- Willful omission or concealment: Intentional omission or misrepresentation of material facts critical to the District's operations.
- Conflict of interest: Engaging in transactions where personal relationships improperly influence decisions, like awarding contracts to relatives.
- Money laundering: Using legitimate operations to conceal the origins of illegally obtained money.
- Unauthorized use of information: Using confidential data for personal gain or unauthorized purposes, including identity theft and intellectual property theft.
- Falsification of records: Tampering with financial statements or official documents to manipulate data for personal or organizational benefit.
- Overstatement or understatement of inventory: Deliberately misreporting inventory levels to deceive stakeholders or alter financial outcomes.
- Ghost employees: Creating fictitious employees or keeping former employees on payroll to funnel wages into fraudulent accounts.
- Expense reimbursement fraud: Submitting false or exaggerated claims for reimbursement, such as for mileage or business-related expenses.
- Inefficient use of resources (Waste): Using District resources or funds inefficiently, such as through unnecessary purchases or excessive use of services.
- Time abuse (Abuse): Abusing work hours, excessive personal time on the clock, or misusing time-off policies for non-work activities.

## **POLICY**

~~The District is committed to protecting the organization, its operations, its employees and its assets against fraud and other similar improprieties. A constructive culture requires integrity in the administration of the District's resources to ensure public trust. Fraud and any other similar improprieties are contrary to a constructive culture and will not be tolerated under any circumstances.~~

### **FRAUD, WASTE, AND ABUSE HOTLINE:-**

~~The District's FWA Hotline is a confidential resource for reporting unethical, illegal, or otherwise inappropriate conduct that conflicts with the District's policies. Employees and the public can report activities such as theft, bribery, kickbacks, policy violations of policies involving fraud, waste and abuse, as well as improper governmental activities, and misuse of the District's assets~~fraud, waste, or abuse, or improper governmental activities. The hotline aims to prevent the loss of District resources and deter fraudulent or abusive behavior. All submissions are handled confidentially and can be made via phone, email, or U.S. mail.



Reports related to personnel issues or personnel policy violations ~~are referred to~~ must be submitted to the People Services Department for investigation. ~~All submissions are handled confidentially and can be made via phone, email, or U.S. mail.~~ Any matter received by this office related to personnel issues or personnel policy violations will be referred to the ~~Personnel~~ People Services Department.

### **REPORTING PROCEDURES:**

Internal Reporting: Any District employee who has knowledge of an occurrence of FWA or has reason to suspect that a similar impropriety has occurred may immediately report the circumstances using the standard chain of command, beginning with the immediate supervisor. However, if an employee does not feel comfortable ~~under the circumstances~~ reporting possible fraudulent conduct through the chain of command, then they may report suspected misconduct directly to any of the following:

- Fraud, Waste, and Abuse Hotline (888) 203-8330
- www.ethicspoint.com and click on "File a Report"
- Port Auditor, Office of the Port Auditor, via email
- Director, People Services, via email
- General Counsel/Ethics Officer, Office of the General Counsel, via email

External and Anonymous Reporting: Any citizen who has knowledge of an occurrence of fraudulent activity by District Commissioners, officers, employees, vendors, customers, and others may report suspected misconduct directly to Customer Service by calling (619) 686-6200. In addition, suspected misconduct may be reported to the ~~Port~~ District's Fraud, Waste, and Abuse Hotline at (888) 203-8330, on the District's website at www.portofsandiego.org, or to www.ethicspoint.com and click on "File a Report."

~~Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to gain financial or other benefits. Fraud and other similar improprieties include, but are not limited to:~~

- ~~a. Forgery or alteration of checks, drafts, promissory notes, and securities.~~
- ~~b. Any misappropriation of funds, securities, supplies, or any other asset.~~
- ~~c. Any irregularity in the handling or reporting of money transactions.~~
- ~~d. Misappropriation of furniture, fixtures, and equipment.~~
- ~~e. Unauthorized use or misuse of District property, equipment, materials, or records.~~
- ~~f. Any computer related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes or misappropriation of District-owned software.~~
- ~~g. Any claim for reimbursement of expenses that are not made for the exclusive benefit of the District.~~

~~This Policy applies to Officers and Employees of the District.~~

## ~~B.~~ **CONFIDENTIALITY DATA PROTECTION AND PRIVACY:**

The District recognizes that confidentiality is ~~important~~ vital to all parties involved in an investigation. Confidentiality will be maintained to the fullest extent provided by law and ~~will be~~ consistent with the California Public Records Act.

The District has implemented strict data protection measures to ensure the secure handling and storage of all FWA reports and related investigation materials. All electronic or physical data will be managed with the highest level of confidentiality, consistent with the District's policies and best practices for data protection.

To protect the identity and privacy of whistleblowers, witnesses, and individuals accused of misconduct, the District will ensure that all FWA reports are handled with discretion. Confidentiality will be maintained throughout the investigation to prevent unnecessary disclosure of sensitive information.

The District will ensure that its data protection practices align with the California Public Records Act and other relevant state and federal privacy laws, ensuring that the personal information of all involved parties is treated with respect and kept confidential unless disclosure is required by law.

## ~~C.~~ **RETALIATION PROHIBITED WHISTLEBLOWER PROTECTION:**

The District ~~will not tolerate~~ strictly prohibits retaliation against any ~~Employee or other person for initiating, pursuing, or assisting with a complaint of alleged fraud or other similar improprieties to the District or to any government agency~~ who reports FWA in good faith. Employees who believe they have been subject to retaliation for reporting or cooperating in an investigation of FWA must report the retaliation through the appropriate channels, including to their direct supervisor or the Director of People Services. Any retaliation will be investigated and addressed promptly, and disciplinary action will be taken against those responsible for retaliatory behavior, including up to termination. In addition, those who bring matters to the District's FWA Hotline are protected through the State of California Whistleblower Protection Statute, California Labor Code Sections 1102.5 and 1106, as well as potentially the District's personnel Rules and policies.

~~For example, it is improper either to imply to withhold, or actually withhold, support for an appointment, promotion, or change of assignment, or to suggest a poor performance report will be prepared or probation will be failed, as an act of retaliation.~~

~~The District also forbids retaliation against any Employee or other person for participating in any investigation of a complaint of fraud or similar improprieties. Any individual who engages in retaliation against any District Employee in violation of this Policy may be subject to disciplinary action up to and including termination.~~

## **~~D. REPORTING PROCEDURES~~**

~~—Any District Employee who has knowledge of an occurrence of fraud or has reason to suspect that a similar impropriety has occurred, may immediately report the circumstances using the standard chain of command, beginning with the immediate supervisor. However, if an Employee does not feel comfortable under the circumstances reporting possible fraudulent conduct through the chain of command, then he/she may report suspected misconduct directly to any of the following:~~

- ~~—Fraud Prevention Hotline~~
- ~~—Port Auditor, Office of the Port Auditor~~
- ~~—Director, Human Resources~~
- ~~—Ethics Officer, Office of the General Counsel~~

~~a. Any citizen who has knowledge of an occurrence of fraudulent activity by District Commissioners, Officers, Employees, Vendors, Customers and Others may report suspected misconduct directly to Customer Service by calling (619) 686-6200. In addition, suspected misconduct may be reported to the Port's Fraud Prevention Ethics Hotline at (888) 203-8330, on the Port's website at [www.portofsandiego.org](http://www.portofsandiego.org), or to [www.ethicspoint.com](http://www.ethicspoint.com) and click on "File a Report."~~

~~b. Any District Employee who has knowledge of an occurrence of fraud or has reason to suspect that a similar impropriety has occurred, may immediately report the circumstances using the standard chain of command, beginning with the immediate supervisor. However, if an Employee does not feel comfortable under the circumstances reporting possible fraudulent conduct through the chain of command, then he/she may report suspected misconduct directly to any of the following:~~

- ~~●Fraud Prevention Hotline~~
- ~~●Port Auditor, Office of the Port Auditor~~
- ~~●Director, Human Resources~~
- ~~●Ethics Officer, Office of the General Counsel~~

~~c. Any District Supervisor or Manager who knows of, directly or indirectly, or receives a report of any act of fraud or similar impropriety has a duty to immediately report it, via an established chain of command. However, if the Supervisor or Manager does not feel comfortable under the circumstances to report possible fraudulent conduct through the chain of command, then he/she shall report suspected misconduct directly to any of the following:~~

- ~~●Fraud Prevention Hotline~~

- ~~• Port Auditor, Office of the Port Auditor~~
- ~~• Director, Human Resources~~
- ~~• Ethics Officer, Office of the General Counsel~~

### INVESTIGATION PROCESS:

The District ~~shall~~ is committed to investigate ~~investigating~~ all complaints of ~~fraudulent aFWA~~ in a thorough and impartial manner. ~~ctivity. Where circumstances require, the District may retain an outside investigator to conduct the inquiry. When necessary, an external investigator may be engaged to conduct the inquiry. Based on the investigation,~~ The District or independent ~~appointed~~ investigator will ~~determine~~ promptly assess whether ~~the reported~~ reported misconduct occurred, and ~~whether if~~ it violates this or any other Policy ~~policy~~. Throughout the investigation, strict confidentiality will be maintained in accordance with this policy. All parties involved—including the complainant, accused, and interviewees—will be reminded of the confidentiality clause and the organization's zero-tolerance stance on retaliation. A detailed record of the investigation will be kept in accordance with the District's document retention policy, and upon completion, the complainant and accused will receive a summary of the findings ~~notification as appropriate~~.

~~d. The District or independent investigator will conduct a prompt and thorough investigation; strictly adhere to the confidentiality terms of this Policy; remind the complainant, accused, and all interviewees of the confidentiality clause within this Policy and that retaliation will not be tolerated; maintain a written record of the investigation; and provide the complainant with a summary of findings at the conclusion of the investigation.~~

~~e. —~~

~~f. The Policy and any related procedures shall be distributed to all Employees. Additional copies will also be available from the District's Intranet (<http://posd.sharepoint.com/sites/HomePort>).~~

### Responsibilities and Investigative Roles

#### Office of the Port Auditor - Port Auditor

- Responsibility: The Port Auditor is responsible for investigating all reports of FWA within the District. This includes investigating financial misappropriations, theft of assets, improper use of District resources, and any activities that lead to economic waste or abuse of authority. The Port Auditor also manages the Fraud, Waste, and Abuse Hotline and ensures that all investigations are conducted confidentially, and the findings are reported to the appropriate parties. Examples include investigating fraudulent invoicing, misusing expense cards, or stealing District property.
- If the Port Auditor receives a hotline report that does not involve FWA (e.g., ethical or personnel-related complaints), the Port Auditor will promptly refer the matter to the appropriate department for investigation. This may involve forwarding ethical complaints to the General Counsel or personnel-related issues to the People Services Department. The Port Auditor will continue to follow up with the department handling the investigation to ensure it is completed and any necessary

actions are taken.

- Quarterly Reporting: The Port Auditor will report quarterly on all FWA reports and their investigation status to the Audit Oversight Committee and the Board of Port Commissioners. This report will include all cases received via the Office of the Port Auditor or the FWA Hotline, ensuring transparency and accountability in addressing all concerns raised.

#### Office of the General Counsel - Ethics Officer

- Responsibility: The Office of General Counsel handles all investigations related to ethical violations, including potential violations of federal and State laws, as well as the District's Ethics Ordinance ~~within the District~~. This includes breaches of ethical standards, conflicts of interest, and violations of District policies that do not necessarily fall under fraud or personnel issues. Examples include investigating a conflict of interest where an employee may have an undisclosed financial relationship with a District vendor.

#### People Services Department – Director

- Responsibility: The People Services Department is responsible for investigating personnel violations, which include violations of employee conduct, harassment, discrimination, and other workplace behavioral concerns. They ensure that personnel-related issues are addressed in accordance with District rules and regulations, policies, ~~labor~~ state and federal laws, and employment regulations. Examples include investigating allegations of workplace harassment, inappropriate conduct, or violations of leave policies. The People Services Department is also responsible for coordinating with third-party investigators if external expertise is required to investigate.

~~This Policy is a public document and shall be available upon request.~~

#### **PERIODIC AUDITS AND MONITORING:**

To ensure ongoing compliance with the FWA Prevention Policy, the Office of the Port Auditor is committed to implementing a system of periodic audits and continuous monitoring. These measures aim to identify potential issues early and to maintain the integrity of the District's operations.

Internal Audits: The Office of the Port Auditor will conduct regular internal audits as part of its proactive approach to preventing FWA. These audits will include reviews of financial transactions, operational procedures, and adherence to rules and policies. The scope and frequency of audits will be determined based on risk assessments, ensuring that high-risk areas receive appropriate scrutiny. In addition to scheduled audits, targeted reviews may be conducted in response to specific concerns or whistleblower reports. These audits will address any identified vulnerabilities or inefficiencies in the system.

Monitoring Systems: The District utilizes an automated monitoring system to support further FWA prevention efforts to detect anomalies and irregularities. This system tracks financial transactions to flag potential misconduct.

- Data Analytics: The District employs data analytics to identify patterns indicative of fraud or waste, such as unusual spending behaviors, duplicate payments, or inconsistent reporting.
- Continuous Improvement: Results from periodic audits and monitoring activities will be used to improve internal controls and safeguard District resources. Recommendations for corrective actions will be made, and follow-up reviews will be conducted to ensure compliance.

Oversight and Accountability: The Executive Leadership Group and relevant departments will review findings from these audits and monitoring efforts and take appropriate action as needed. The Office of the Port Auditor will also report to the Board of Port Commissioners, ensuring transparency and accountability in the management of District assets.

#### **E. DISCIPLINARY ACTIONS OUTCOME AND CONSEQUENCES:**

Any oOfficer or eEmployee found ~~to be~~ responsible for fraud-FWA or similar improprieties in violation of this pPolicy shall be subject to appropriate disciplinary action, up to and including termination. In addition, eEmployees or oOfficers who knowingly make false allegations will be subject to ~~discipline~~disciplinary measures, up to and including termination. The severity of the disciplinary action will ~~depend be based upon on the~~ specific circumstances of the ~~infraction~~violation. The District will ~~also assess implement~~ any necessary remedial ~~measures actions necessary~~ to address and correct the circumstances and prevent future reoccurrence in the futureoccurrences. ~~Remedial measures~~These measures may include, but are not limited ~~to, to~~ disciplinary action, personnel reorganization ~~of personnel~~, training and education, counseling, termination, ~~and/or or~~ other employee assistance support programs.

In cases of Any Commissioner misconduct, ~~shall actions will~~ be governed pursuant by the ~~to~~ rules and regulations of their respective jurisdictions as well as relevant provisions applicable ~~of state and federal laws~~, including but not limited to the Political Reform Act, Government Code Section 1090, the Brown Act, and common law provisions.

#### **F. TRAINING:**

All employees will receive regular training in identifying and reporting FWA as part of the organization's commitment to ethical conduct. Awareness campaigns will be conducted to ensure that all stakeholders are informed of their responsibilities under this procedure.

~~As a preventative and proactive step, all Officers and Employees of the District shall receive training on this Policy in connection with other ethics training provided at the District.~~

#### **CONCLUSION:**

This procedure establishes the organization's commitment to maintaining an environment

that prevents and addresses fraud, waste, and abuse. Through effective reporting mechanisms, investigation processes, and employee training, the organization strives to protect its resources and uphold ethical standards.

This procedure will be reviewed and updated regularly to ensure it aligns with current legal standards and organizational needs.

The policy and any related procedures shall be distributed to all Employees. Additional copies will also be available from the District's Intranet (<http://posd.sharepoint.com/sites/HomePort>).

RESOLUTION NUMBER AND DATE: 2021-117, dated October 12, 2021 (Supersedes BPC Policy No. 630, Resolution 2010-124, dated August 3, 2010; Resolution 2008-117, dated July 1, 2008; Resolution 2006-113, dated July 11, 2006)



## BPC Policy No. 630

**SUBJECT:** FRAUD PREVENTION POLICY

**PURPOSE:** (1) To affirm the San Diego Unified Port District's (District) commitment to safeguard the organization and its assets from fraud and other similar improprieties. both outside agencies,(2) To provide a process for receipt, treatment, and retention of fraud complaints.

### POLICY STATEMENT:

California Government Code Section 8547 provides a framework for identifying and addressing improper government activities. activity means any activity or act by an executive manager, director, department, officer (elected or appointed), or employee relating to the performance of official District business, duties, and responsibilities. s, et seq. These include (1) gross mismanagement, (2) significant waste of public funds, (3) abuse of authority, or (4) substantial and specific danger to public health and safety. *Substantial and specific danger to public health and safety means a risk of serious injury, illness, peril,* or loss, to which the exposure of the public is a gross deviation from the standard of care or competence that a reasonable person would observe in the same situation.

### POLICY

The District is committed to protecting the organization, its operations, its employees and its assets against fraud and other similar improprieties. A constructive culture requires integrity in the administration of the District's resources to ensure public trust. Fraud and any other similar improprieties are contrary to a constructive culture and will not be tolerated under any circumstances. ·policy

Fraud is defined as an intentional deception, misappropriation of resources or the manipulation of data to gain financial or other benefits. Fraud and other similar improprieties include, but are not limited to:

- a. Forgery or alteration of checks, drafts, promissory notes, and securities.
- b. Any misappropriation of funds, securities, supplies, or any other asset.
- c. Any irregularity in the handling or reporting of money transactions.
- d. Misappropriation of furniture, fixtures, and equipment.



- e. Unauthorized use or misuse of District property, equipment, materials, or records.
- f. Any computer related activity involving the alteration, destruction, forgery, or manipulation of data for fraudulent purposes or misappropriation of District- owned software.
- g. Any claim for reimbursement of expenses that are not made for the exclusive benefit of the District.

This Policy applies to Officers and Employees of the District.

## **B. CONFIDENTIALITY**

The District recognizes that confidentiality is important to all parties involved in an investigation. Confidentiality will be maintained to the fullest extent provided by law and will be consistent with the Public Records Act.

## **C. RETALIATION PROHIBITED**

The District will not tolerate retaliation against any Employee or other person for initiating, pursuing, or assisting with a complaint of alleged fraud or other similar improprieties to the District or to any government agency. For example, it is improper either to imply to withhold, or actually withhold, support for an appointment, promotion, or change of assignment, or to suggest a poor performance report will be prepared or probation will be failed, as an act of retaliation.

The District also forbids retaliation against any Employee or other person for participating in any investigation of a complaint of fraud or similar improprieties. Any individual who engages in retaliation against any District Employee in violation of this Policy may be subject to disciplinary action up to and including termination.

## **D. REPORTING PROCEDURES**

- a. Any citizen who has knowledge of an occurrence of fraudulent activity by District Commissioners, Officers, Employees, Vendors, Customers and Others may report suspected misconduct directly to Customer Service by calling (619) 686-6200. In addition, suspected misconduct may be reported to the Port's Fraud Prevention Ethics Hotline at (888) 203-8330, on the Port's website at [www.portofsandiego.org](http://www.portofsandiego.org), or to [www.ethicspoint.com](http://www.ethicspoint.com) and click on "File a Report."
- b. Any District Employee who has knowledge of an occurrence of fraud or has reason to suspect that a similar impropriety has occurred, may immediately report the circumstances using the

standard chain of command, beginning with the immediate supervisor. However, if an Employee does not feel comfortable under the circumstances reporting possible fraudulent conduct through the chain of command, then he/she may report suspected misconduct directly to any of the following:

- Fraud Prevention Hotline
- Port Auditor, Office of the Port Auditor
- Director, Human Resources
- Ethics Officer, Office of the General Counsel

- c. Any District Supervisor or Manager who knows of, directly or indirectly, or receives a report of any act of fraud or similar impropriety has a duty to immediately report it, via an established chain of command. However, if the Supervisor or Manager does not feel comfortable under the circumstances to report possible fraudulent conduct through the chain of command, then he/she shall report suspected misconduct directly to any of the following:

- Fraud Prevention Hotline
- Port Auditor, Office of the Port Auditor
- Director, Human Resources
- Ethics Officer, Office of the General Counsel

- d. The District shall investigate all complaints of fraudulent activity. Where circumstances require, the District may retain an outside investigator to conduct the inquiry. Based on the investigation, the District or independent investigator will determine whether the reported misconduct occurred, and whether it violates this Policy. The District or independent investigator will conduct a prompt and thorough investigation; strictly adhere to the confidentiality terms of this Policy; remind the complainant, accused, and all interviewees of the confidentiality clause within this Policy and that retaliation will not be tolerated; maintain a written record of the investigation; and provide the complainant with a summary of findings at the conclusion of the investigation.

e.

- f. The Policy and any related procedures shall be distributed to all Employees. Additional copies will also be available from the District's Intranet (<http://posd.sharepoint.com/sites/HomePort>).

This Policy is a public document and shall be available upon request.

## **E. DISCIPLINARY ACTIONS**

Any Officer or Employee found to be responsible for fraud or similar improprieties in violation of this Policy shall be subject to appropriate disciplinary action, up to and including termination. In addition, Employees or Officers who knowingly make false allegations will be subject to discipline, up to and including termination. The severity of the disciplinary action will be based upon circumstances of the infraction. The District will assess any remedial measures necessary to address and correct the circumstance and prevent reoccurrence in the future. Remedial measures may include, but are not limited to, disciplinary action, reorganization of personnel, training and education, counseling, termination, and/or other employee assistance.

Any Commissioner misconduct shall be governed pursuant to rules and regulations of their respective jurisdictions as well as relevant provisions of state and federal laws including but not limited to the Political Reform Act, Government Code Section 1090, the Brown Act, and common law.

#### **F. TRAINING**

As a preventative and proactive step, all Officers and Employees of the District shall receive training on this Policy in connection with other ethics training provided at the District.

RESOLUTION NUMBER AND DATE: 2021-117, dated October 12, 2021 (Supersedes BPC Policy No. 630, Resolution 2010-124, dated August 3, 2010; Resolution 2008-117, dated July 1, 2008; Resolution 2006-113, dated July 11, 2006)

**DRAFT****RESOLUTION 20xx-xxx****RESOLUTION AMENDING BOARD OF PORT  
COMMISSIONERS POLICY NO. 630 – FRAUD  
PREVENTION POLICY**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I (Port Act); and

**WHEREAS**, Board of Port Commissioners (BPC) Policy No. 630, Fraud Prevention Policy, was initially adopted on July 11, 2006, and last updated on October 12, 2021; and

**WHEREAS**, while the original policy established a robust framework for addressing fraudulent activities within the District, a more comprehensive approach was deemed necessary to strengthen the policy's scope; and

**WHEREAS**, this revision aims to expand the policy's reach, explicitly incorporating waste and abuse, areas previously implied but not clearly defined in the earlier versions; and

**WHEREAS**, the proposed changes offer a clearer and more detailed framework for preventing fraud and wasteful and abusive practices, ensuring that all such misconduct is explicitly addressed within the District's governance structure; and

**WHEREAS**, this revision ensures that the policy leaves no room for ambiguity, offering a more comprehensive and structured approach; and

**WHEREAS**, key updates to the policy include a policy name change; expanded scope to include non-employees such as Port Commissioners, volunteers, consultants, contractors and businesses; enhanced definitions for terms such as fraud, waste and abuse; improved reporting mechanisms; bolstered whistleblower protections; clear investigation procedures; and strengthened oversight and monitoring; and

**WHEREAS**, the Policy Review Committee reviewed these updates on November 18, 2024, followed by the Audit Oversight Committee on December 12, 2024; and staff is presenting the revised policy for BPC review and approval.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District that the Board of Port Commissioners Policy No. 630 – Fraud Prevention Policy, is hereby amended, a copy of which is on file in the Office of the District Clerk.

**DRAFT**

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

\_\_\_\_\_  
By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11<sup>th</sup> day of February 2025, by the following vote:

**FILE NUMBER: 2024-362**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Conflict of Interest Code Amendment**

**DESCRIPTION: Ordinance Amending the Conflict of Interest Code of the San Diego Unified Port District**

**EXECUTIVE SUMMARY:**

Per Fair Political Practices Commission (FPPC) regulation, an amendment to the Conflict of Interest Code of the San Diego Unified Port District (District) is required, if needed, biennially by approval of the Board and subsequent approval of the County Board of Supervisors (Code Reviewing Body).

**RECOMMENDATION:**

Adopt an Ordinance amending the Conflict of Interest Code of the San Diego Unified Port District.

**FISCAL IMPACT:**

This agenda item has no fiscal impact.

**COMPASS STRATEGIC GOALS:**

The purpose of financial disclosure is to identify economic interests that might be affected while public officials are performing their official duties, i.e., making governmental decisions, which could cause a potential conflict of interest for the official.

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.

**DISCUSSION:**

As a local government agency, the District is required to adopt and promulgate a Conflict of Interest Code (Code) in accordance with the Political Reform Act (Government Code Sections 81000, et seq.). The District's Code designates certain staff positions as "designated employees" who are required to file annual Statements of Economic Interests. The District's Code also outlines the disclosure category or reporting level of each "designated employee". In addition, the District's Code incorporates the requirement that the District abide by the provisions of the Political Reform Act as it exists or may be amended from time to time by the Fair Political Practices Commission (FPPC).

The FPPC requires that all local government agencies review their Codes biennially. Appendix A (List of Designated Employees) to the District's Code will be amended to

update the list of staff positions and reporting levels. In addition, Chula Vista Bayfront Facilities Financing Authority Port filers are being added to the list of designated employees pursuant to the Amended and Restated Joint Powers Authority Agreement on file with the Office of the District Clerk as Clerk's Document No. 70245. Lastly, Appendix B will be amended to correct the District's jurisdiction listed in the Code to match I reporting requirements.

The District's Code was last amended by the Board in September 2022. Once approved by the Board of Port Commissioners, the District's amended Code will be submitted to the District's Code Reviewing Body, the San Diego County Board of Supervisors, for review and approval.

### **General Counsel's Comments:**

The General Counsel's Office has reviewed and approved this agenda and proposed ordinance, as presented, as to form and legality.

### **Environmental Review:**

The proposed Board action, including without limitation an Ordinance Amending the Conflict of Interest Code of the San Diego Unified Port District, does not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because there is not a potential to result in a direct or indirect physical change in the environment. Therefore, the proposed Board action is not subject to CEQA and no further action under CEQA is required.

The proposed Board action complies with Section 21 and 35 of the Port Act which allow for the Board to pass resolutions and to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine.

The proposed Board action does not allow for development, as defined in Section 30106 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or an exclusion finding is not required.

### **Diversity, Equity, and Inclusion Program:**

Not applicable

### **PREPARED BY:**

Donna Morales  
District Clerk

Sophia de Jesus  
Deputy District Clerk

Attachment(s):

Attachment A: Red-lined version of Amended Conflict of Interest Code



**CONFLICT OF INTEREST CODE  
OF THE  
SAN DIEGO UNIFIED PORT DISTRICT**



The Political Reform Act, Government Code Sections 81000, et seq., requires State and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission has adopted 2 Cal. Adm. Code Section 18730, which contains the standard model Conflict of Interest Code, which can be incorporated by reference, and which may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act after public notice and hearings. Therefore, the provisions of 2 Cal. Adm. Code Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission along with the attached Appendix A, in which officials and employees are designated, and Appendix B and Appendix C, in which disclosure categories are set forth, are hereby incorporated by reference and constitute the Conflict of Interest Code of the San Diego Unified Port District (District). Designated employees listed in Appendix A of the Conflict of Interest Code of San Diego Unified Port District shall disclose those financial interests which are within the categories represented by the numbers following the listed position as described in Appendix B and Appendix C. Designated employees shall file Statements of Economic Interests pursuant to 2 Cal. Adm. Code Section 18730 and this Code.

Individuals holding designated positions shall file their statements of economic interests (statements) with the Office of the District Clerk (District Clerk), which will make the statements available for public inspection and reproduction in accordance with Government Code Section 81008. Upon receipt of the statements for the Members of the Board of Port Commissioners, the District Clerk shall make and retain copies and forward the originals to the Clerk of the San Diego County Board of Supervisors in accordance with Government Code Section 87500. All other statements will be retained by the District Clerk. Staff Form 700 filers may utilize electronic signatures in accordance with Fair Political Practices Commission guidelines and instructions from the District Clerk.

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix A:  
List of Designated Employees**

<b>Class No.</b>	<b>Class Title</b>	<b>Assigned Disclosure Categories</b>
B243-CN21	Accountant	IV
B254-UE03	Accounting Supervisor	IV
<u>B210-UE03</u>	<u>Applications Developer</u>	<u>VII</u>
B300-CE03	Architect	I
<u>B821-UE03</u>	<u>Area Real Estate Manager</u>	<u>I</u>
B279-UE03	Asset Manager	I
B230-CN03	Assistant Asset Manager	I
A2013-UE11	Assistant Chief of Harbor Police/ <u>Public Safety</u>	I
<u>A2075-UE24</u>	<u>Assistant Director of Development Services</u>	<u>I</u>
A2075-UE22	Assistant Director, Engineering-Construction	I
A2030-UE15	Assistant Director, General Services	I
<u>A2076-UE24</u>	<u>Assistant Director of People Services</u>	<u>I</u>
A2001-UE20	Assistant Director, Real Estate	I
B206-CN03	Assistant Engineer	I
B315-CN15	Assistant Environmental Specialist	I
Appointee holds same class number as current class	Assistant Executive Director/Acting President/Acting Chief Executive Officer – Board Appointee	I
A1010-UE <del>1403</del>	Assistant General Counsel	I
B917-UE16	Assistant Parking Manager	I
B320-CN16	Assistant Planner	I
B221-UE16	Assistant Port Auditor	I
B263-CN16	Assistant Procurement Analyst	III
A2058-UE16	Assistant Vice President	I
A1381-UE03	Assistant Vice President, Administrative Services	I
<u>A2076-UE23</u>	<u>Assistant Vice President, General Services</u>	
A1035-UE08	Assistant Vice President, Government Relations & Communication	I
A1220-UE03	Assistant Vice President, Operations	I
B205-CE <del>2103</del>	Associate Engineer	I
B310-CE17	Associate Environmental Specialist	I
B306-CE17	Associate Planner	I
	Audit Committee	I
<u>B246-UE15</u>	<u>Benefit Analyst</u>	<u>VI</u>

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix A:  
List of Designated Employees**

<b>Class No.</b>	<b>Class Title</b>	<b>Assigned Disclosure Categories</b>
<del>B600-UE15</del>	<del>Benefits and Compensation Manager</del>	<del>VII</del>
<del>F693-CNR07</del>	<del>Building Maintenance Coordinator</del>	<del>II</del>
B248-UE11	Business Intelligence Analyst	VII
B843-UE08	Business Intelligence Supervisor	VII
<del>B884-UE20</del>	<del>Business Partner, People &amp; Organizational Development</del>	<del>II</del>
B232-UE15	Business Systems Analyst	VII
B225-UE14	Business Systems Supervisor	VII
A1150-UE03	CFO/Treasurer	I
B214-UE21	Capital Project Manager	I
A1201-UE03	Chief Engineer/ <del>Engineering Construction</del>	I
A2067-UE17	Chief Information Security Officer	VII
A2057-UE16	Chief Technology Officer	VII
	<u>Chula Vista Bayfront Facilities Financing Authority Port filers (Per JEPA Bylaws)</u>	I
C313-CN03	Civil Designer	I
B958-CE24	Civilian <del>Unit</del> Manager	II
B177-UN <del>2103</del>	Commissioner Services Assistant	VIII
C314-CN15	Construction Inspector	II
C312-CN05	Construction Inspector Supervisor	II
	Consultants	Appendix C
B619-UE07	Database Administrator	VII
B809-UE03	Department Administrative Manager	II
B810-UE08	Department Business Manager	II
B907-UE18	Department Manager, Development Services	I
B877-UE15	Department Manager, Financial Services	I
B874-UE17	Department Manager, Real Estate	I
B660-UE21	Deputy District Clerk/Docket Coordinator	I
B655-UE21	Deputy District Clerk/Records Manager	I
A2043-UE14	Deputy General Counsel I	I
A2044-UE14	Deputy General Counsel II	I
A2045-UE14	Deputy General Counsel III	I
A2046-UE14	Deputy General Counsel IV	I
A2060-UE16	Deputy General Counsel V	I
B240-UE16	Deputy Port Auditor I	I
B208-UE17	Deputy Port Auditor II	I
A1155-UE15	Deputy Treasurer	I

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix A:  
List of Designated Employees**

<b>Class No.</b>	<b>Class Title</b>	<b>Assigned Disclosure Categories</b>
B951-UE22	Development Manager	I
A2064-UE17	Director, Development Services	I
A2068-UE18	Director, Environmental Conservation	I
A2063-UE17	Director, Environmental Protection	I
A1350-UE15	Director, Financial Services	I
A1396-UE15	Director, General Services	I
<del>A2056-UE21</del>	<del>Director, Guest Experiences</del>	<del>I</del>
<del>A1400-UE15</del>	<del>Director, Human Resources</del>	<del>II</del>
A1900-UE19	Director, Information Technology	VII
A1700-UE15	Director, Maritime	I
A1395-UE16	Director, Marketing & Communications	VII
<del>A2066-UE21</del>	<del>Director, Parks &amp; Recreation</del>	<del>I</del>
<del>A14002048-UE230</del>	Director, People <del>Services &amp; Organizational Development</del>	I
A2065-UE17	Director, Planning	I
<del>A2056-UE16</del>	<del>Director, Guest Experiences (moved to alphabetical order)</del>	<del>I</del>
A2047-UE15	Director, Procurement/Chief Procurement Officer	I
A1225-UE17	Director, Real Estate	I
<del>A2066-UE21</del>	<del>Director, Parks &amp; Recreation (moved to alphabetical order)</del>	<del>I</del>
A2074-UE22	Director, Safety	I
A1365-UE03	District Clerk	I
B234-UE21	Diversity, Equity, & Inclusion Analyst	II
B945-UE21	Diversity, Equity, & Inclusion Business & Community Partner	VI
B942-UE18	Enterprise Architect	VII
B927-UE17	Enterprise Operations Manager	VII
C329-CN14	Environmental Compliance Inspector	II
A1000-UE03	Executive Director (President/CEO) – Board Appointee	I
A1165-UE21	Executive Vice President/Chief of Staff	I
B949-UE21	External Community Relations Partner	I
B623-UE <del>2205</del>	Facility Security Officer	I
B135-UN <del>03</del> <u>15</u>	Financial Analyst	IV
A1005-UE14	General Counsel – Board Appointee	I
B937-UE17	Geographic Information Systems Analyst III	VII
B894-UE17	Geographic Information Systems Supervisor	VII

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix A:  
List of Designated Employees**

<b>Class No.</b>	<b>Class Title</b>	<b>Assigned Disclosure Categories</b>
B802-UE03	Grants Coordinator	I
A2011-UE17	Harbor Police Captain	I
B285-UE <del>2205</del>	Homeland Security Program Manager	I
<del>B239-UE03</del>	<del>Human Resources Analyst</del>	<del>II</del>
<del>B940-UE18</del>	<del>Human Resources Business Partner</del>	<del>VII</del>
<del>B926-UE19</del>	<del>Human Resources Recruiter</del>	<del>VII</del>
B898-UE16	IT Infrastructure Engineer III	VII
B899-UE16	IT Infrastructure Engineer IV	VII
B908-UE16	IT Project Manager	VII
B932-UE17	IT Systems Engineer III	VII
B933-UE17	IT Systems Engineer IV	VII
B929-UE17	<del>Information Technology</del> Business Partner	VII
B200-UE15	Information Technology Security Analyst	VII
B226-UE <del>144</del>	Infrastructure Supervisor	VII
<del>B950-UE21</del>	<del>Labor Relations Analyst</del>	<del>II</del>
B272-CN <del>2116</del>	Land Surveyor	X
B925-CN17	Lead Mapping and Outreach	VII
B850-UE16	Legislative Policy Administrator	V
B954-UE22	Legislative Policy Analyst	V
F605-CER03	Maintenance Supervisor	II
C310-CER19	Maintenance Support Supervisor	II
B303-UE <del>2103</del>	Management Analyst	I
B833-UE <del>134</del>	Manager, Business Development & Recreation Services	I
B865-UE <del>2112</del>	Manager, Commissioner & Executive Services	VIII
B155-UE17	Manager, Distribution & Storage	III
B831-UE21	Manager, Diversity, Equity, & Inclusion	II
B827-UE <del>1503</del>	Manager, Engineering-Construction	I
B805-UE03	Manager, Financial Services	IV
B881-UE15	Manager, Grants and Policy	II
<del>B811-UE03</del>	<del>Manager, Human Resources</del>	<del>II</del>
B928-UE17	Manager, <del>Information Technology</del> Business Partner	VII
<del>B808-UE12</del>	<del>Manager, Maintenance System</del>	<del>III</del>
B878-UE15	Manager, Maritime Commercial Trade and Properties	I
B815-UE15	Manager, Maritime Operations	II
B816-UE06	Manager, Maritime Trade Development	I

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix A:  
List of Designated Employees**

<b>Class No.</b>	<b>Class Title</b>	<b>Assigned Disclosure Categories</b>
B862-UE12	Manager, Marketing & Communications	V
B400-UE22	Manager, Office of General Counsel Administration	I
B807-UE03	Manager, Operations & Maintenance	II
<del>B811921-UE230</del>	Manager, People <del>Services &amp; Organizational Development</del>	II
B820-UE06	Manager, Procurement Services	III
B227-CNR03	Marine Terminal Supervisor	II
B920-CER <del>0316</del>	Marine Terminal Supervisor (Exempt)	II
B236- <del>CEN</del> 03	Marketing/Public Relations Representative	V
B219-UE <del>1503</del>	Network Systems Analyst	VII
<del>B405-UN14</del>	<del>Paralegal</del>	<del>I</del>
B952-UE22	Paralegal/Assistant Manager, Office of General Counsel Administration	I
B260-CN03	Park Permit Coordinator	II
B901-UE16	Parking Manager	I
A1009-UE19	Port Auditor – Board Appointee	I
B626-UE <del>2248</del>	Port Security Manager	IX
<del>B960-CE24</del>	<del>Principal Biologist</del>	<del>I</del>
B238-UE03	Principal Marketing/Public Relations Representative	V
<del>B956-UE23</del>	<del>Principal Outreach Specialist</del>	<del>I</del>
B938-UE18	Principal, Economics and Policy	I
B880-UE16	Principal, Maritime Business Development	I
B902-UE16	Principal, Maritime Business Retention	I
<del>B957-UE23</del>	<del>Principal, Social Media</del>	<del>V</del>
B867-UE14	Principal, Special Projects	I
B948-UE21	Principal, Strategic Planning	I
B266-CN <del>1503</del>	Procurement Analyst I	III
B265-CE <del>1503</del>	Procurement Analyst II	III
B269-UE <del>1508</del>	Procurement Supervisor	III
B886-UE20	Program Director	III
B282-UE21	Program Manager	I
B885-UE16	Program Manager, Aquaculture & Blue Tech	I
B891-UE16	Program Manager, Energy & Sustainability	II
B883-UE16	Program Manager, Engineering-Construction	I
B887-UE21	Program Manager, Planning & -Environment	I
B875-UE15	Program Manager, Real Estate	I
<del>B959-UE24</del>	<del>Project Labor and Compliance Administrator</del>	<del>VI</del>

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix A:  
List of Designated Employees**

<b>Class No.</b>	<b>Class Title</b>	<b>Assigned Disclosure Categories</b>
B209-UE21	Project Manager <sub>7</sub>	II
B903-UE16	Project Review Associate	I
B865-UE18	Public Information Officer	V
<del>B939-UE18</del>	<del>Retirement Programs Administrator</del>	<del>VII</del>
B650-UE14	Risk and Safety Manager	I
B617-UE03	Risk Management Administrator	I
B615-UE03	Risk Management Analyst	II
B607-CN14	Safety Specialist II	III
B245-CE21	Senior Accountant	IV
B281-UE03	Senior Applications Developer	VII
B229-UE03	Senior Asset Manager	I
<del>B918-UE16</del>	<del>Senior Benefits &amp; Compensation Analyst</del>	<del>VII</del>
B844-UE <del>1509</del>	Senior Business Intelligence Analyst	VII
<del>B9444-UE21</del>	<del>Senior Business Partner, People &amp; Organizational Development</del>	<del>II</del>
B231-UE <del>105</del>	Senior Business Systems Analyst	VII
C311-CN15	Senior Construction Inspector	II
A2061-UE17	Senior Deputy General Counsel	I
B286-UE21	Senior Diversity, Equity, & Inclusion Analyst	II
B204-CE03	Senior Engineer	I
B309-UE17	Senior Environmental Specialist	I
B276-UE <del>1503</del>	Senior Financial Analyst	IV
<del>B247-UE03</del>	<del>Senior Human Resources Analyst</del>	<del>II</del>
B616-UE03	Senior IT Auditor	VII
B946-CE21	Senior Land Surveyor	X
B201-UE <del>1503</del>	Senior Management Analyst	I
B941-CN18	Senior Multi-Media Specialist	V
<del>B9444-UE23</del>	<del>Senior People Services Analyst</del>	<del>II</del>
B259-UE17	Senior Planner	I
B819-UE <del>241</del>	Senior Policy Administrator	II
B646-UE03	Senior Project Architect	I
B100-UE21	Senior Project Manager <sub>7</sub>	I
B817-UE03	Senior Project Office Administrator	I
B871-UE15	Senior Systems Administrator	VII
B622-UE03	Senior Trade Account Representative	I
<del>B962-UE24</del>	<del>Small Business Enterprise Administrator</del>	<del>II</del>

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix A:  
List of Designated Employees**

<b>Class No.</b>	<b>Class Title</b>	<b>Assigned Disclosure Categories</b>
B237- <del>CEN</del> 03	Special Events Associate	V
B953-UE22	Special Projects Manager	I
B879-UE15	Systems Administration Supervisor	VII
B870-UE15	Systems Administrator	VII
B700-UE03	Systems Support Supervisor	VII
B179-CN03	Travel Services Coordinator	VIII
A1037-UE16	Vice President	I
A1025-UE03	Vice President, Administration/ CAO	I
A1015-UE21	Vice President, <del>Business Operations</del> <u>Real Estate</u>	I
A2072-UE21	Vice President, Facilities & Engineering	I
A2069-UE-19	Vice President, Maritime	I
A2070-UE-19	Vice President, Marketing & Communications	I
A2071-UE21	Vice President, Planning & Environment	I
<del>A1500-UE03</del>	<del>Vice President, Public Safety/Chief of Harbor Police</del>	<del>I</del>
A1026-UE21	Vice President, Strategy & Policy	I
<del>A1500-UE03</del>	<del>Vice President, Public Safety/Chief of Harbor Police</del>	<del>I</del>
<u>B961-UE24</u>	<u>Workforce Partnership Administrator</u>	<u>II</u>

The following individuals must file Statements of Economic Interests pursuant to Government Code Section 87200 and are listed below for informational purposes only:

Port Commissioner

Chief Engineer

District Clerk

Executive Director

Port Attorney

Port Auditor

Treasurer (CFO/Treasurer)

An individual holding one of the above listed positions may contact the Fair Political Practices Commission for assistance of written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by Section 87200



**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix B:  
Disclosure Categories for Designated Positions**

**Category I**

All sources of income, interests in real property and investments and business positions in business entities located in or doing business in member cities and unincorporated parts of San Diego County plus 2 miles.

**Category II**

All sources of income, investments and business positions in business entities located in or doing business in member cities and unincorporated parts of San Diego County plus 2 miles.

**Category III**

Investments and business positions in business entities and sources of income, which provide services, supplies, materials, machinery or equipment of the type utilized by the agency.

**Category IV**

Investments and business positions in business entities and sources of income, which provide financial services of the type utilized by the agency.

**Category V**

Investments and business positions in business entities and sources of income, which provide marketing services or communication services of the type utilized by the agency.

**Category VI**

Investments and business positions in business entities and income from sources which are providers of health care services, including but not limited to pharmacies, physicians, etc.

Investments and business positions in business entities and/or nonprofit corporations and income from sources which may be the recipient of patient referrals for the delivery of health care services or supplies by the employee's hospitals.

Investments and business positions in business entities and income from sources which are providers and/or the deliverers of pension and benefit services.

Investments and business positions in business entities or nonprofit corporations and income from sources which are of the type which provide consultant services to any business entity or nonprofit corporation made reportable by this disclosure category.

**San Diego Unified Port District  
Conflict of Interest Code**

**Appendix B:  
Disclosure Categories for Designated Positions**

**Category VII**

Investments and business positions in business entities and sources of income which provide data processing or computer services, supplies, materials, machinery or equipment of the type utilized by the agency.

**Category VIII**

Investments and business positions in business entities and sources of income, which provide travel services of the type utilized by the agency.

**Category IX**

Investments and business positions in business entities and sources of income, which provide Port/Seaport security or related Homeland Security services of the types utilized by the agency.

**Category X**

Investments and business positions in business entities and sources of income, which provide land surveying services of the type utilized by the agency.

## San Diego Unified Port District

### Conflict of Interest Code

#### Appendix C

#### Consultant Disclosure

Definition: Fair Political Practices Commission regulation [2 Cal. Code of Regs. Section 18700] defines “consultant” as an individual who, pursuant to a contract with a state or local governmental agency:

- (a) Makes a governmental decision whether to:
- (1) Approve a rate, rule or regulation;
  - (2) Adopt or enforce a law;
  - (3) Issue, deny, suspend, or revoke a permit, license, application, certificate, approval, order, or similar authorization or entitlement;
  - (4) Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract which requires agency approval;
  - (5) Grant agency approval to a contract which requires agency approval and in which the agency is a party or to the specifications for such a contract;
  - (6) Grant agency approval to a plan, design, report, study, or similar item;
  - (7) Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision of the agency; or
- (b) Serves in an ongoing staff capacity with the agency and in that capacity performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency’s local conflict of interest code.

“Consultant” does not serve in an ongoing staff capacity when:

- (1) Conducting research and arriving at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the agency or of any agency official, other than normal contract monitoring; and
- (2) He or she possesses no authority with respect to any agency decision beyond the rendition of information, advice, recommendation or counsel and only provides services on a sporadic basis.

Disclosure requirements for Sections (a) & (b) above:

Section (a): Investments and business positions in business entities and sources of income, which provide the type of services utilized by the agency.

Section (b): Consultants who serve in a staff capacity shall disclose those financial interests listed in the assigned disclosure category for the corresponding staff position listed in Appendix A.

**San Diego Unified Port District**

**Conflict of Interest Code**

**Appendix C**

**Consultant Disclosure**

The Executive Director may determine in writing that a particular consultant, although a "designated position", is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict of interest code.

**DRAFT**

**SAN DIEGO UNIFIED PORT DISTRICT**

**ORDINANCE xxxx**

**ORDINANCE AMENDING THE CONFLICT OF INTEREST CODE OF THE SAN DIEGO UNIFIED PORT DISTRICT**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I (Port Act); and

**WHEREAS**, as a local government agency, the District is required to adopt and promulgate a Conflict of Interest Code (Code) in accordance with the Political Reform Act (Government Code Sections 81000, et seq.); and

**WHEREAS**, the District's Code designates certain staff positions as "designated employees" who are required to file annual Statements of Economic Interests; and

**WHEREAS**, the District's Code also outlines the disclosure category or reporting level of each "designated employee"; and

**WHEREAS**, the District's Code incorporates the requirement that the District abide by the provisions of the Political Reform Act as it exists or may be amended from time to time by the Fair Political Practices Commission (FPPC); and

**WHEREAS**, the FPPC requires that all local government agencies review their Codes biennially; and

**WHEREAS**, Appendix A (List of Designated Employees) to the District's Code will be amended to update the list of staff positions and reporting level; and

**WHEREAS**, Chula Vista Bayfront Facilities Financing Authority Port filers are being added to the list of designated employees pursuant to the Amended and Restated Joint Powers Authority Agreement on file with the Office of the District Clerk as Clerk's Document No. 70245; and

**WHEREAS**, Appendix B (Disclosure Categories for Designated Positions) will be amended to correct the District's jurisdiction listed in the Code to match reporting requirements; and

**WHEREAS**, the District's Code was last amended by the Board in September 2022; and

XXXX

**WHEREAS**, once approved by the Board of Port Commissioners, the District's amended Code will be submitted to the District's Code Reviewing Body, the San Diego County Board of Supervisors, for review and approval.

**NOW, THEREFORE**, the Board of Port Commissioners of the San Diego Unified Port District does ordain as follows:

Section 1. That the Conflict of Interest Code of the San Diego Unified Port District, a Public Agency, as amended, on file in the Office of the District Clerk, is hereby further amended to reflect the changes to Appendix A (List of Designated Employees) and Appendix B (Disclosure Categories for Designated Positions), and thereafter submit the amended Conflict of Interest Code to the District's Code reviewing body, the San Diego County Board of Supervisors, for review and approval.

Section 2. This Ordinance shall take effect on the 31<sup>st</sup> day from its passage by the Board of Port Commissioners.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11<sup>th</sup> day of February 2025, by the following vote:

**FILE NUMBER: 2025-079**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Resolution Authorizing General Counsel to Execute Amendments to Legal Services Agreement With Sidley Austin by Up to \$900,000 From \$450,000 to \$1,350,000**

**DESCRIPTION: Resolution Authorizing the General Counsel to Execute Amendments to Legal Services Agreement With Sidley Austin by Up to \$900,000 From \$450,000 to \$1,350,000; FY 2025 Expenditures Are Budgeted, All Funds for Future Fiscal Years Will Be Budgeted in the Appropriate Fiscal Year, Subject to Board Approval Upon Adoption of Each Fiscal Year's Budget**

**EXECUTIVE SUMMARY:**

The Office of the General Counsel is responsible for providing legal advice and representation to the Board of Port Commissioners, the CEO and executive team, as well as all departments of the District, including defending the District in litigation and administrative procedures, as well as advising the District on transactions, policies and other matters. In order to best advise and defend the District, in addition to the in-house attorneys, the Office of the General Counsel sometimes utilizes the services of outside law firms and experts to provide legal and consultant services in specific areas of law and to supplement the services of the in-house resources. This agenda seeks Board authorization for the General Counsel to execute amendments to an agreement for legal services. Details regarding the specific matters for which these amendments are proposed are protected by the attorney/client and work product privileges.

**RECOMMENDATION:**

Adopt a Resolution authorizing the General Counsel to execute amendments to Legal Services Agreement with Sidley Austin by up to \$900,000 from \$450,000 to \$1,350,000.

**FISCAL IMPACT:**

There is no fiscal impact from approval of this action.

This resolution authorizes expenditure of additional funds by up to \$900,000. FY 2025 expenditures are budgeted, all funds required for future fiscal years will be budgeted in the appropriate fiscal year, subject to Board approval upon adoption of each fiscal year's budget.

**COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.
- A financially sustainable Port that drives job creation and regional economic vitality.

## **DISCUSSION:**

This agenda seeks Board authorization for the General Counsel to execute amendments to legal services agreement with Sidley Austin by up to \$900,000 from \$450,000 to \$1,350,000.

Details regarding the specific matters for which these amendments are proposed are protected by the attorney/client and work product privileges.

### **General Counsel's Comments:**

The Office of the General Counsel drafted, reviewed and approved this agenda as to form and legality.

### **Environmental Review:**

The proposed Board action, including without limitation a resolution authorizing the General Counsel to execute amendments to legal services agreement with Sidley Austin by up to \$900,000 from \$450,000 to \$1,350,000, does not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because there is not a potential to result in a direct or indirect physical change in the environment. Therefore, the proposed Board action is not subject to CEQA and no further action under CEQA is required.

The proposed Board action complies with Section 21 and 35 of the Port Act, which allow for the Board to pass resolutions and to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine.

The proposed Board action does not allow for development, as defined in Section 30106 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or an exclusion finding is not required.

### **Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

## **PREPARED BY:**

Simon M. Kann  
Assistant General Counsel  
Office of the General Counsel



**DRAFT**

**RESOLUTION 20xx-xxx**

**RESOLUTION AUTHORIZING THE GENERAL COUNSEL TO EXECUTE AMENDMENTS TO LEGAL SERVICES AGREEMENT WITH SIDLEY AUSTIN BY UP TO \$900,000 FROM \$450,000 TO \$1,350,000; FY 2025 EXPENDITURES ARE BUDGETED, ALL FUNDS FOR FUTURE FISCAL YEARS WILL BE BUDGETED IN THE APPROPRIATE FISCAL YEAR, SUBJECT TO BOARD APPROVAL UPON ADOPTION OF EACH FISCAL YEAR'S BUDGET**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

**WHEREAS**, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of service and consulting agreements; and

**WHEREAS**, the Office of the General Counsel is responsible for providing legal advice and representation to the Board of Port Commissioners, the CEO and executive team, as well as all departments of the District, including defending the District in litigation and administrative procedures, as well as advising the District on transactions, policies and other matters; and

**WHEREAS**, in order to best advise and defend the District, in addition to the in-house attorneys, the Office of the General Counsel sometimes utilizes the services of outside law firms and experts to provide legal and consultant services in specific areas of law and to supplement the services of the in-house resources; and

**WHEREAS**, this agenda seeks Board authorization for the General Counsel to execute amendments to an agreement for legal services; and

**WHEREAS**, details regarding the specific matters for which these amendments are proposed are protected by the attorney/client and work product privileges; and

**WHEREAS**, the Office of the General Counsel recommends the BPC authorize the General Counsel to execute amendments to Legal Services Agreement with Sidley Austin by up to \$900,000 from \$450,000 to \$1,350,000.

20xx-xxx

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District that the General Counsel is authorized to execute amendments to Legal Services Agreement with Sidley Austin by up to \$900,000 from \$450,000 to \$1,350,000.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11<sup>th</sup> day of February 2025, by the following vote:

**FILE NUMBER: 2025-080**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Easement to Pasha Automotive Services for Solar Improvements at the National City Marine Terminal Warehouse 24-B**

**DESCRIPTION:** Ordinance (1) Granting an Easement In Substantial Form to Pasha Automotive Services for Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City; and (2) Consenting to the Sub-Easement from Pasha Automotive Services to Catalyze National City Terminal Avenue Microgrid, LLC in Substantial Form for the Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City

**EXECUTIVE SUMMARY:**

Pasha Automotive Services (Pasha) operates the District's National City Marine Terminal (NCMT) under a Terminal Operator Agreement (TOA) for the import, export, handling and storage of vehicles and other cargo. The TOA commenced January 1, 2011 and is comprised of an initial 10-year term, with four, five-year options to extend, with a termination date of December 31, 2040 if all options are exercised. The TOA grants Pasha the preferential, non-exclusive use of approximately 115 acres of land, which includes three warehouses: Warehouse 24-1, Warehouse 24-A, and Warehouse 24-B. Warehouse B, the subject of this Board action, is approximately 194,216 square feet in size (Attachment A – Location Map).

Pasha has proposed to install, maintain and operate solar panels, electrical conduit and related equipment (hereinafter "Solar Improvements") on the roof of Warehouse 24-B. The installation and implementation of the Solar Improvements would satisfy Pasha's "2030 Reduction Requirement" from Mitigation Measure MM-GHG-6, of the Final EIR for the "National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment," which was certified by the Board in September 2016 ("Tank Farm EIR"). Mitigation Measure MM-GHG-6 requires that Pasha install and operate a renewable energy project to mitigate greenhouse gas emissions impacts associated with their operations. The Solar Improvements would reduce greenhouse gas emissions by creating a renewable energy source for NCMT.

Staff has negotiated a new easement with Pasha for the roof of Warehouse 24-B to grant Pasha the necessary rights to install and operate the Solar Improvements ("Easement") and would be coterminous with the TOA. Subsequently, Pasha will execute a sub-easement with the solar provider, Catalyze National City Terminal Avenue Microgrid, LLC ("Catalyze"), who will be responsible for the financing, installation and operation of the Solar Improvements ("Sub-Easement"). The Sub-Easement will be subordinate to and coterminous with both the TOA and the Easement. Lastly, Pasha will purchase the power produced by the Solar Improvements through Power Purchase Agreement (PPA) with Catalyze.

Staff recommends the Board adopt an ordinance granting an easement to Pasha for the Solar Improvements and consent to the sub-easement between Pasha and Catalyze. The project will help fulfill a mitigation measure required by the Tank Farm EIR, will create a new renewable energy source for NCMT, and will help the District achieve its climate goals.

### **RECOMMENDATION:**

Adopt an Ordinance (1) Granting an Easement In Substantial Form to Pasha Automotive Services for Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City; and (2) Consenting to the Sub-Easement from Pasha Automotive Services to Catalyze National City Terminal Avenue Microgrid, LLC in Substantial Form for the Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City.

### **FISCAL IMPACT:**

The Agenda Item has no fiscal impact to the District. Pasha and Catalyze would be responsible for the installation, maintenance, and operation of the Solar Improvements at no cost to the District. Additionally, Pasha will be assuming the maintenance obligations for the roof of Warehouse 24-B, which is currently a District responsibility.

This item is subject to Board Policy 106 – Cost Recovery User Fee Policy.

### **COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A thriving and modern maritime seaport.
- A Port with a healthy and sustainable bay and its environment.
- A financially sustainable Port that drives job creation and regional economic vitality.

### **DISCUSSION:**

Pasha operates the District's NCMT under a TOA for the import, export, handling and storage of vehicles and other cargo. The TOA commenced January 1, 2011 and is comprised of an initial 10-year term, with four, five-year options to extend, with a termination date of December 31, 2040 if all options are exercised. The TOA grants Pasha the preferential, non-exclusive use of approximately 115 acres of land, which includes three warehouses: Warehouse 24-1, Warehouse 24-A, and Warehouse 24-B.

Pasha has proposed to install, maintain and operate Solar Improvements on the roof of Warehouse 24-B. The installation and implementation of the Solar Improvements would satisfy Pasha's "2030 Reduction Requirement" from Mitigation Measure MM-GHG-6, of the Tank Farm EIR. Mitigation Measure MM-GHG-6 requires that Pasha install and operate a renewable energy project to mitigate greenhouse gas emissions impacts

associated with their operations. The Solar Improvements would reduce greenhouse gas emissions by creating a renewable energy source for NCMT.

The Solar Improvements would be comprised of a grid-tied photovoltaic (PV) solar electric system. The total projected PV system size is 1,389.96 kWDC covering nearly the entire rooftop space of Warehouse 24-B. There would be 144 solar cells per module to create a total annual power output of approximately 2,298,624 kWh annually. The front of the solar panels would be made of high transmission anti-reflective glass to allow light to reach the solar panels while reducing glare and reflection.

Staff has negotiated a new easement with Pasha for the roof of Warehouse 24-B to grant Pasha the necessary rights to install and operate the Solar Improvements (Attachment B – Easement). The Easement would be coterminous with and subordinate to the TOA. There is no rent proposed as part of the Easement since the Solar Improvements will help the District achieve its climate goals, transfers maintenance obligations of the roof to Pasha (which in turn reduces District expenses), and the Solar Improvements will not be used to generate revenue to Pasha. The Easement will also require Pasha to retain all environmental attributes in perpetuity (including tradeable energy credits) since this project will be used to satisfy a mitigation measure intended to offset greenhouse gas emissions associated with Pasha operations.

Subsequently, Pasha will execute a sub-easement with the solar provider, Catalyze, for the financing, installation and operation of the Solar Improvements (Attachment C - Sub-Easement). The Sub-Easement will be subordinate to and coterminous with both the TOA and the Easement. Pasha will purchase the power produced by the Solar Improvements through a Power Purchase Agreement with Catalyze.

Staff recommends the Board adopt an ordinance granting an easement to Pasha for the Solar Improvements and consent to the sub-easement between Pasha and Catalyze. The project will help fulfill a mitigation measure required by the Tank Farm EIR, will create a new renewable energy source for NCMT, and will help the District achieve its climate action goals.

#### **General Counsel's Comments:**

The General Counsel's Office has reviewed this agenda and attachments, as presented to it, and approves the same as to form and legality.

#### **Environmental Review:**

The proposed Board actions, including without limitation an Ordinance Granting an Easement to Pasha Automotive Services for Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City; and Consenting to the Sub-Easement from Pasha Automotive Services to Catalyze National City Terminal Avenue Microgrid, LLC for the Installation and Operation of Solar Improvements at the National City Marine Terminal Warehouse 24-B in National City, were adequately analyzed in the Final Environmental Impact Report (FEIR) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port

Master Plan Amendment (UPD #EIR-2014-188; SCH #2014121046, Clerk Document No. 65738) prepared and certified by the District on September 8, 2016 (Resolution No. 2016-140). The FEIR addressed the potential impacts associated with increasing the amount of area used for vehicle storage by Pasha by approximately 17.3 acres, representing approximately 210,818 additional vehicle throughput for the project site annually. As required by CEQA, the impacts associated with the mitigation measures, including Mitigation Measure Greenhouse Gas Emissions, Climate Change, and Energy Use No. 6 (MM-GHG-6) are addressed in the FEIR. Since adoption and certification of the FEIR, project design has advanced to “incorporate renewable energy into the leasehold or other areas within the San Diego Unified Port District [...] to achieve requisite reductions to meet the 2030 and 2040 [GHG] reduction targets” (FEIR MMRP-10), in accordance with MM-GHG-6. Construction and operation of the renewable energy project, as well as its impacts, were adequately covered in the FEIR.

The proposed project is not a separate project for CEQA purposes but is a subsequent discretionary approval related to a previously approved project. (CEQA Guidelines § 15378(c); *Van de Kamps Coalition v. Board of Trustees of Los Angeles Comm. College Dist.* (2012) 206 Cal.App.4th 1036.) Additionally, pursuant to CEQA Guidelines Sections 15162 and 15163, and based on the review of the entire record, including without limitation, the FEIR, the District finds and recommends that the proposed Board actions do not require further environmental review as: 1) no substantial changes are proposed to the project and no substantial changes have occurred that require major revisions to the previous FEIR due to the involvement of new significant environmental effects or an increase in severity of previously identified significant effects; and 2) no new information of substantial importance has come to light that (a) shows the project will have one or more significant effects not discussed in the previous FEIR, (b) identifies significant impacts more severe than those analyzed in the previous FEIR, (c) shows that mitigation measures or alternatives are now feasible that were identified as infeasible and those mitigation measures or alternatives would reduce significant impacts, or (d) shows mitigation measures or alternatives which are considerably different from those analyzed in the previous FEIR would substantially reduce one or more significant effects on the environment. Because none of these factors have been triggered, pursuant to CEQA Guidelines §15162(b), the District has determined no further analysis or environmental documentation is necessary. Accordingly, the proposed Board actions are merely a step in the furtherance of the original project for which environmental review was performed and no supplemental or subsequent CEQA has been triggered, and no further environmental review is required.

The proposed Board actions comply with Section 87 of the Port Act which allows for all visitor-serving commercial and industrial uses and purposes, and the construction, reconstruction, repair, and maintenance of commercial and industrial buildings, plants, and facilities. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board actions are consistent with the Public Trust Doctrine.

The proposed Board actions are considered excluded development pursuant to Sections 8.a (Existing Facilities) and 8.c (New Construction or Conversion of Small Structures) of the District’s Coastal Development Permit Regulations because the project would consist

of the implementation and installation of MM-GHG-6 of the FEIR, which would involve a grid-tied photovoltaic renewable energy system mounted to the roof of Warehouse 24B in the National City Marine Terminal, which would involve negligible expansion of use beyond that previously existing, and would involve negligible change of existing use of the property. If the Board approves these actions, District staff would notify California Coastal Commission (CCC) staff in accordance with Coastal Act Section 30717. The approval would become effective after the 10th working day after notification to CCC staff, unless an appeal is filed with the CCC within that time frame.

**Diversity, Equity, and Inclusion Program:**

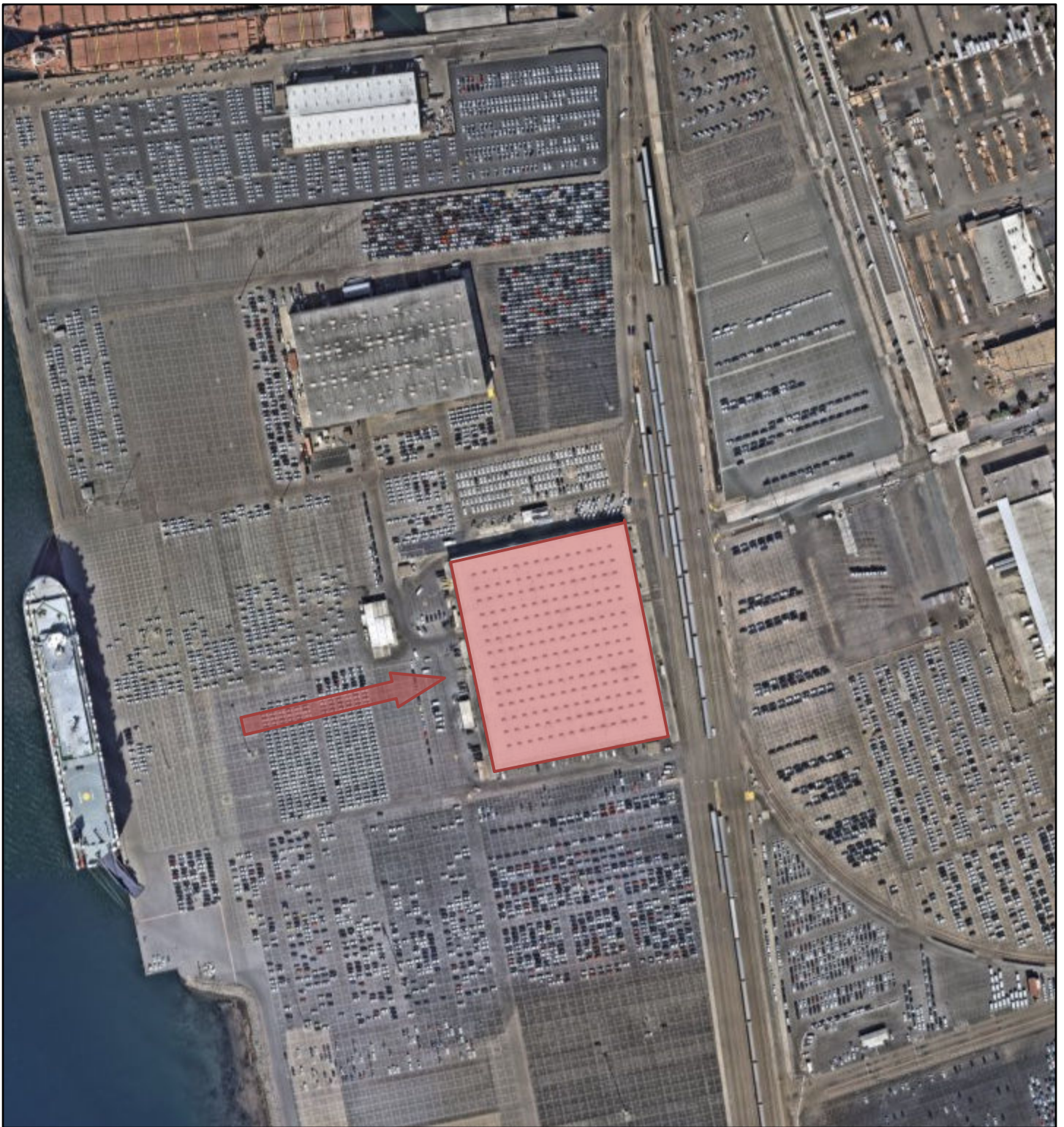
This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

**PREPARED BY:**

Ryan Donald  
Department Manager, Real Estate

Attachment(s):

Attachment A:	Location Map
Attachment B:	Easement
Attachment C:	Sub-Easement



 Warehouse 24-B



### EASEMENT AGREEMENT

This EASEMENT AGREEMENT ("Easement Agreement") is made and entered into as of March 14, 2025 (the "Effective Date") by and between the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation ("Grantor"), and PASHA AUTOMOTIVE SERVICES, a California corporation ("Grantee"). Grantor and Grantee may individually be referred to in this Easement as "party" or collectively as "parties".

### RECITALS

A. WHEREAS, Grantor and Grantee entered into that certain Terminal Operator Agreement dated December 7, 2010, and on file in the Office of the Clerk of Grantor as Document No. 57251 ("TOA"), for use of certain tidelands located at the National City Marine Terminal in the City of National City, California ("TOA Property").

B. WHEREAS, The TOA has a term of ten years, commencing January 1, 2011, and ending December 31, 2020, with four, five-year options to extend, for a total term of 40 years ending December 31, 2040, if all option periods are fully exercised, and Grantee has exercised the first option through December 31, 2025.

C. WHEREAS, Grantor, in accordance with the California Environmental Quality Act, completed an Environmental Impact Report for Grantee's Marine Terminal Tank Farm Paving and Street Closures Project and Port Master Plan Amendment (UPD EIR-2014-188; SCH #20144121046) which was certified by the Board of Port Commissioners on September 8, 2016, via Resolution 2016-140 ("Tank Farm EIR").

D. WHEREAS, The Tank Farm EIR contains Mitigation Measure GHG-6 that requires Grantee to implement a renewable energy project or purchase the equivalent greenhouse gas offsets from a California Air Resources Board approved registry ("MM-GHG-6").

E. WHEREAS, Grantee desires to place solar panels on the roof of Warehouse 24-B located on the National City Marine Terminal under a Power Purchase Agreement with Catalyze National City Terminal Avenue Microgrid, LLC, a California limited liability company ("Solar Provider"), in connection with Grantee's obligations under MM-GHG-6.

F. WHEREAS, Warehouse 24-B is owned by Grantor and is currently utilized for Grantee operations under the TOA.

G. WHEREAS, Grantee has requested an easement from Grantor allowing placement of solar panels on the roof of Warehouse 24-B and transfer and assignment of certain rights and obligations under the easement to Solar Provider in connection with placement of the solar panels.

H. WHEREAS, The parties intend to enter this Easement Agreement to allow Grantee's placement of solar panels within the Easement Area as defined below under the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants set forth in this Easement Agreement, and for other good and valuable consideration, including the reduction in greenhouse gas emissions, which benefit the People of the State of California, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. **Grant of Easement.** Grantor hereby grants to Grantee, for the Term, a non-exclusive easement

(the "Easement") on and over the Easement Area defined in Section 2 below for the placement of solar panels, electrical conduit, and related improvements and equipment for a solar electric generating facility (collectively, the "Facilities"), consistent with Grantor's Project Approval No. \_\_\_\_\_ and subject to Grantor approval under Section 5 below, along with the right of ingress and egress to, from, and along said Easement Area via practical routes across the adjacent land of Grantor within the TOA Property; said routes to be determined by Grantor from time to time and notified to Grantee in the event of any change.

2. **Easement Area.** The real property in which the Easement is granted is located in the County of San Diego, State of California, and is described as follows (the "Easement Area"):

Approximately **194,216 square feet** of roof area at **Warehouse 24-B** located within the TOA Property, as more particularly described in the surveyed plat set forth in Exhibit A-1 and the surveyed legal description set forth in Exhibit A-2 attached hereto and incorporated herein by reference.

3. **Term.** The term of the Easement shall be concurrent and coterminous with the term of the TOA, unless sooner terminated as provided herein, and shall be for a period of approximately nine (9) months, commencing on March 14, 2025 and ending on December 31, 2025 (the "Term"). The Term shall be automatically extended upon successful exercise of each of the three available five-year options to extend the term of the TOA, for a total potential Term hereunder of fifteen (15) years and nine (9) months, unless sooner terminated as provided herein. Nothing in this Section 3 shall prevent Grantor from exercising any right of termination under the TOA or this Easement Agreement. This Easement Agreement shall automatically terminate upon expiration or termination of the TOA for any reason. In the event of expiration or termination hereunder, Grantee shall be required to remove all Facilities and restore the Easement Area (or to cause such removal and restoration) in accordance with Section 11 below and shall have continued access to the Easement Area to complete such removal and restoration.

4. **Grantor Reservation and Limitation of Rights.**

- i. The parties acknowledge and agree that the Easement conveyed to Grantee hereunder is a non-exclusive easement, and that, subject to the provisions below in this Section 4 and elsewhere in this Easement Agreement, Grantor expressly reserves under its rights, title and interest in and to the Easement Area, including rights to access and use the same.
- ii. Grantor covenants and agrees that, during the Term (as may be extended): (a) within the TOA Property, it shall not cause nor permit to be caused any impacts or interference to the Facilities that would be reasonably be expected to have a material adverse effect on the insolation levels at the Easement Area and, by extension, production capability and output of the Facilities; (b) it shall not grant nor permit to be granted to any third party (other than Solar Provider) any rights in and to the Easement Area for any use thereof that is materially inconsistent with or would materially interfere with construction, installation, operation, use, maintenance, repair, and removal of the Facilities (the "Permitted Uses") within the Easement Area; and (c) any rights or interests granted to any third party by Grantor after the Effective Date hereof which encumbers or otherwise impacts the Easement Area or the Permitted Uses shall be made expressly subject to the rights conveyed under this Easement Agreement and the Solar Provider Easement (as hereafter defined).
- iii. Notwithstanding anything in this Section 4 or elsewhere in this Easement Agreement to the contrary, Grantee acknowledges and agrees that the Easement granted under this Easement Agreement, and the Solar Provider Easement authorized to be granted by Grantee hereunder, are and shall be subject to all rights of Grantor in and to the Easement Area (as limited by the terms and conditions of this Easement Agreement) and any and all encumbrances of record as of the Effective Date with respect to the Easement Area.

## 5. Construction and Repairs.

- i. Facilities constructed or installed pursuant to this Easement Agreement shall be constructed in a good and workmanlike manner and shall conform to all applicable laws and regulations. Grantee shall not construct or install any improvements, structures, fixtures, or personal property on the Easement Area except the Facilities authorized under this Easement Agreement.
- ii. No construction, installation, or major repairs shall commence without the prior written approval of the plans and specifications by Grantor, which shall not be unreasonably withheld, delayed, or conditioned. Subsequent minor repairs and routine maintenance of the Facilities shall not require Grantor's written approval; provided, however, that Grantee shall notify Grantor prior to commencing any such work and provide a description of the proposed work to allow Grantor to determine in its reasonable discretion if the proposed work qualifies as a minor repair or routine maintenance, as opposed to construction, installation, or major repairs (which would include, but are not limited to, repairs and maintenance that would impact the roof or building in the Easement Area through structural modifications or impacts or trenching, or would have potential environmental/stormwater impacts). In its performance of any work in connection with this Easement Agreement, Grantee shall minimize interference with Grantor's activities within the Easement Area.
- iii. In the case of Emergency Repairs, Grantee shall immediately commence repairs and give Grantor written notification within one (1) day of the commencement of said Emergency Repair so that the Grantor can inspect the Easement Area solely for compliance with the terms and conditions of this Easement Agreement.
- iv. In accordance with the Grantor's Coastal Development Permit Regulations (filed in the Office of the District Clerk as Document No. 19171), "Emergency Repairs" under this Easement Agreement are those necessary to maintain, repair, restore, demolish, protect, or replace property or facilities damaged, destroyed, or threatened by imminent danger from a sudden, unexpected occurrence, which demands immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "Emergency" includes, but is not limited to, such occurrences as fire, flood, windstorm, earthquake, or other soil or geologic movements, as well as occurrences as riot, accident, or sabotage.

6. **Roof Protection and Repair.** Grantee shall use best efforts to minimize impacts (or to cause impacts to be minimized) to the roof in the Easement Area in connection with the Permitted Uses, and shall perform or cause to be performed all work in such a manner as will cause the least injury to the roof and not void any existing warranty of the roof. Grantee shall be responsible and liable for, and shall promptly repair to Grantor's satisfaction, at Grantee's sole cost and expense, any damage to the roof caused by acts or omissions of Grantee or Grantee's employees, agents, contractors, or invitees, or any other person authorized by Grantee to access or use the Easement Area, including without limitation, the Solar Provider.

7. **Acceptance of Easement Area.** Grantee represents and warrants that it has independently inspected the Easement Area and made all tests, investigations and observations necessary to satisfy itself of the condition of the Easement Area. Grantee agrees it is relying solely on such independent inspection, tests, investigations and observations in making this permit and that Grantee accepts the Easement Area in its "As-Is, with all faults" condition and state of repair,

inclusive of all faults and defects, whether known or unknown. Grantee also acknowledges that the premises are in the condition called for by this Easement, and that Grantee does not hold Grantor responsible for any defects in the Easement Area. Grantee furthermore accepts and shall be responsible for any risk of harm to any person and property, including without limitation employees, agents, contractors, and invitees of Grantee, from any latent or patent defects in the Easement Area.

**8. Grantee's Maintenance Obligations.**

- i. Grantee agrees that the Easement Area is in a good and tenantable condition, that Grantee will take good care of the Easement Area and appurtenances, including any personal property belonging to Grantor; and that Grantee, as a part of the consideration for this Easement, will at Grantee's sole cost and expense, keep and maintain said Easement Area, including the roof and the entire roof structure, appurtenances, and all personal property in good and sanitary condition and repair during the Term of this Easement Area. Grantor shall at no time be required to make any improvements or repairs to the Easement Area, and during the Term of this Easement Agreement. Grantee shall be solely responsible for maintenance of the Easement Area during the Term hereof.
- ii. The parties agree that, during the Term, the maintenance obligations in this Section 8 as to the Easement Area shall supersede the maintenance and repair obligations as set forth in Section 15 of the TOA such that Grantee, and not Grantor, shall be solely responsible for all maintenance of the Easement Area, including the roof and roof structure. For the avoidance of doubt, it is the intent of this Section 8 that Grantee assumes full maintenance and repair responsibility for the roof, roof structure, Facilities and the Easement Area during the term of this Easement.

**9. Abandonment.** In the event the Easement is no longer required or if the Easement is not used for the purposes intended for a period of one hundred eighty (180) days or the Solar Provider Easement, whichever is sooner, all rights herein granted shall revert to Grantor, its successors or assigns, automatically and without the necessity of reentry or notice. The Easement shall be deemed abandoned if the Solar Provider Easement or related Power Purchase Agreement between Solar Provider and Grantee is terminated, and in that event, Grantor may terminate this Agreement with thirty (30) days written notice to Grantee. Upon termination of this Easement Agreement, Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the Easement Area.

**10. Taxes.** This easement may result in a taxable possessory interest subject to the payment of property taxes. Grantee agrees to and shall pay before delinquency all taxes and assessments of any kind assessed or levied upon Grantee for franchises, licenses, or permits for any use or activities of Grantee upon said easement area.

**11. Removal of Facilities.** Facilities placed in the Easement Area shall be removed by Grantee (or Grantee shall cause the Facilities to be removed) within a period of sixty (60) days following the expiration or termination of this Easement Agreement; provided that such 60-day period shall be: (i) automatically extended on a day-for-day basis for each day that (a) a Force Majeure event (including abnormal or extreme weather conditions) is occurring and which prevents or delays removal of the Facilities, or (b) Grantee or Solar Provider, as the case may be applicable, is pending receipt of any approvals, permits, or consents as may be required from any governmental authority or the Utility (as hereafter defined) to cease operations and commence removal of the Facilities; or (ii) sooner terminated by reason of completion of removing the Facilities and restoration of the Easement Area

in accordance with this Section 11 (collectively, the "Decommissioning Term"). Grantee shall remove the Facilities and restore the affected portions of the Easement Area to substantially the same condition as existing prior to placement of the Facilities. If Grantee fails to remove the Facilities within said sixty (60) days, Grantor shall have the right to have the Facilities removed and the Easement Area restored at Grantee's expense, and Grantee shall be obligated to fully and promptly reimburse Grantor for any costs and expenses incurred by Grantor in removing the Facilities and restoring the Easement Area hereunder. The obligations of this Section 11 shall survive the expiration or termination of this Agreement. "Force Majeure" means any event or circumstance that actually prevents a party from performing its obligations under this Easement Agreement, which event or circumstance (a) is not within the reasonable control, and is not the result of the negligence, of the party claiming Force Majeure, and (b) by the exercise of reasonable due diligence, such party is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, "Force Majeure" may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the party claiming Force Majeure; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any governmental authorities acting in their regulatory or judicial capacity. "Force Majeure" does not include (x) changes in market conditions that affect the cost of supplies, or that affect demand or price for power; or (y) any labor strikes, slow-downs or stoppages, or other labor disruptions against a Party's contractors or subcontractors.

- 12. Termination.** In addition to all remedies available at law and in equity, Grantor shall have the right to terminate this Agreement for Grantee's failure to comply with any material provision of this Easement Agreement which is not cured within sixty (60) days following written notice from Grantor. In accordance with Section 3 above, this Easement Agreement shall otherwise automatically terminate upon the expiration or termination of the TOA. Upon termination, Grantee shall furnish Grantor on demand a good and sufficient Quitclaim Deed of all its rights, title, and interest in the Easement Area.
- 13. Indemnification.** Grantee shall, to the fullest extent permitted by applicable laws, defend (with counsel acceptable to Grantor), indemnify, and hold harmless Grantor and its officers, officials, employees, and agents (collectively, the "Grantor Parties") from and against any litigation, proceeding, action, liability, claim, judgment, demand, damage, cost, loss, expense (including, without limitation, all attorneys' fees), award, fine, penalty, or claim for damages (collectively, "Claims") in law or in equity, to property or persons, including wrongful death, arising directly or indirectly out of, from, or connected or related to the Easement and this Easement Agreement and the acts and omissions in connection therewith of Grantee, its employees, agents, officers, contractors, invitees, and any other person authorized by Grantee to access or use the Easement Area or Facilities, including without limitation, the Solar Provider (collectively, the "Grantee Parties"), except for Claims arising through the sole negligence or willful misconduct of Grantor. It is the intent of this Section 13 that Grantee indemnify and hold harmless the Grantor Parties for any actions of the Grantee Parties or Grantor Parties, except for those arising out of the sole negligence or willful misconduct of Grantor, including but not limited to Claims based upon Grantor Parties alleged breach of any statutory duty or obligation, or Grantee's duty under contracts with third parties. Grantee's obligations under this Section 13 shall be in addition to any indemnity and related obligations under the TOA, and shall survive the expiration or termination of this Easement Agreement.
- 14. Insurance.**

- i. Grantee shall maintain "OCCURRENCE" form Commercial General Liability Insurance covering the easement area and operations in the amount of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence for bodily injury, personal injury, and property damage suffered or alleged to be suffered by any person or persons whatsoever resulting directly or indirectly from any act or activities of Grantee, of any person acting for it or under its control or direction, or any person authorized by it to use the easement area. Either the general aggregate limit shall apply separately to this location, or the general aggregate limit shall be twice the required occurrence limit.
- ii. All required insurance shall be in force the first day of the term of this easement. All insurance companies must be satisfactory to Grantor, and the cost of all required insurance shall be borne by Grantee. Certificates in a form acceptable to Grantor evidencing the existence of the necessary insurance policies, and original endorsements effecting coverage required by this Paragraph, shall be kept on file with Grantor during the entire term of this easement. Certificates for each insurance policy must be signed by a person authorized by that insurer to issue evidence of coverage on its behalf. Endorsements for each insurance policy must be signed by a person authorized by that insurer to bind coverage on its behalf. The Grantor reserves the right to require complete, certified copies of all required policies at any time.
- iii. All liability insurance policies shall name, or be endorsed to name Grantor and its officers, employees, and agents as additional insureds and protect Grantor and its officers, employees, and agents against any legal costs in defending claims. All liability policies shall provide cross-liability coverage. All insurance policies shall be endorsed to state that coverage will not be suspended, voided, canceled, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail has been furnished to Grantor. Also, all insurance policies shall be endorsed to state that Grantee's insurance is primary and not excess or contributing to any insurance issued in the name of Grantor, and all insurance companies must be satisfactory to Grantor.
- iv. Any deductibles or self-insured retentions must be declared and acceptable to Grantor. At the option of the Grantor, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Grantor and its officers, employees, and agents; or, the Grantee shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- v. Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required herein. If, in the opinion of Grantor, the insurance provisions in this easement do not provide adequate protection for Grantor and/or members of the public, Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Grantor's requirements shall be reasonable, but shall be designed to assure protection from and against the kind and extent of risk which exist at the time a change in insurance is required.
- vi. Grantor shall notify Grantee in writing of changes in the insurance requirements and, if Grantee does not deposit certificates evidencing acceptable insurance policies with Grantor incorporating such changes within sixty (60) days of receipt of such notice, this easement shall be in default without further notice to Grantee, and Grantor shall be entitled to all legal remedies.

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

**15. Compliance with Laws.**

- i. Grantee agrees that, in all activities on or in connection with the Easement Area, and in all uses thereof, it will abide by and comply with, and cause Grantee Parties to abide by and comply with, all applicable Laws at Grantee's sole cost and expense, and Landlord shall not have any obligations or responsibilities to comply with any applicable Laws as to the Easement Area or any use thereby by Grantee. In particular and without limitation, Grantee shall have the sole and exclusive obligation and responsibility, at Grantee's sole cost and expense, to comply with the requirements of: (i) the San Diego Unified Port District Code, including without limitation, Article 10 (Stormwater Management and Discharge Control), (ii) the ADA, including but not limited to regulations promulgated thereunder, (iii) applicable federal, state and local laws and regulations regarding employment and labor practices, (iv) any Coastal Development Permit ("CDP") (including any conditions of approval or mitigation measures or project changes pursuant to the environmental review under the California Environmental Quality Act ("CEQA") or any other California Coastal Commission ("CCC") regulations or local, state or Federal requirements now or hereafter affecting the Easement Area or the Improvements including the use or development thereof, and (v) any other development permits or approvals required by Grantor.
- ii. In addition, Grantee shall comply with and abide by such guidelines and requirements established by Grantor from time to time pursuant to the terms of the Lease upon written notice by Grantor to Grantee. Without limitation of the foregoing, any failure of Grantee to fully satisfy and fulfill the requirements and conditions under any CDP (including any conditions of approval or mitigation measures or project changes pursuant to the environmental review under CEQA) or any other CCC regulations or local, state or Federal requirements now or hereafter affecting the Facilities, Easement Area, or Grantee's use thereof, including the use or development thereof shall constitute a default under this Easement Agreement.

- 16. Compliance with Prevailing Wage Laws.** Grantee acknowledges and agrees that: (i) it is the sole and exclusive responsibility of the Grantee, and not Grantor, to ensure that all persons and/or entities who provide any labor, services and/or equipment in connection with any construction or work of improvement on any land or water areas occupied by Grantee, shall comply with the requirements of California's prevailing wages laws (the "PWL"); and (ii) it is the sole and exclusive responsibility of Grantee, and not Grantor, to determine whether such construction or work of improvement is subject to the PWL by obtaining a determination by means that do not involve Grantor. If such construction or work of improvement is determined to be subject to the PWL, Grantee shall comply with all applicable provisions of the PWL and shall ensure that all persons and/or entities who provide any labor, services, equipment and/or materials in connection with such construction or work of improvement shall likewise comply with all applicable provisions of the PWL.

**17. Hazardous Materials.**

- i. Grantee shall comply with all laws regarding hazardous substances, materials or wastes, or petroleum products or fraction thereof (herein collectively referred to as “Contaminants”) applicable to use of the Easement Area. Grantee shall be liable and responsible for any Contaminants arising out of its use of the Easement Area. Such liability and responsibility shall include, but not be limited to, (i) removal from the Easement Area any such Contaminants; (ii) removal from any area outside the Easement Area, including but not limited to surface and groundwater, any such Contaminants generated as part of the operations on the Easement Area; (iii) damages to persons, property and the Easement Area; (iv) all claims resulting from those damages; (v) fines imposed by any governmental agency, and (vi) any other liability as provided by law. Grantee shall defend, indemnify and hold harmless Grantor, its officials, officers, agents, contractors, and employees from any and all such responsibilities, damages, claims, fines, liabilities, including without limitation any costs, expenses and attorney’s fees therefor. Grantor shall have a direct right of action against Grantee even if no third party has asserted a claim. Furthermore, Grantor shall have the right to assign said indemnity. This indemnity obligation shall be in addition to other indemnity and related obligations under this Easement Agreement and the TOA, and shall survive the expiration or termination of this Easement Agreement.
  - ii. If Grantee has in the past or continues to use, dispose, generate, or store Contaminants on the Easement Area, Grantor, or its designated representatives, at Grantor’s sole discretion, may at any time during the Term, enter upon the Easement Area and make any inspections, tests or measurements Grantor deems necessary in order to determine if a release of Contaminants has occurred. Grantor shall give Grantee a minimum of twenty-four (24) hours’ notice in writing prior to conducting any inspections or tests, unless, in Grantor’s sole judgment, circumstances require otherwise, and such tests shall be conducted in a manner so as to attempt to minimize any inconvenience and disruption to Grantee’s operations. If such tests indicate a release of Contaminants, then Grantor, at Grantor’s sole discretion, may require Grantee, at Grantee’s sole expense, and at any time during the Term, to have tests for such Contaminants conducted by a qualified party or parties on the Easement Area. If Grantor has reason to believe that any Contaminants that originated from a release on the Easement Area have contaminated any area outside the Easement Area, including but not limited to surface and groundwater, then Grantor, at Grantor’s sole discretion, may require Grantee, at Grantee’s sole expense, and at any time during the Term, to have tests for such Contaminants conducted by a qualified party or parties on said area outside the Easement Area.
  - iii. The tests conducted by Grantee’s qualified party shall include, but not be limited to, applicable comprehensive soil, emission, or groundwater sampling test or other procedures to determine any actual or possible contamination. Grantee shall expeditiously, but no longer than thirty (30) days after Grantor’s request for such tests, furnish to Grantor the results of said tests, sampling plans, and analysis thereof identifying any Contaminants which exceed then applicable levels permitted by federal, state, or local laws. Grantee shall report such contamination to the Grantor within seventy-two (72) hours and shall diligently proceed to identify the extent of contamination, how it will be remediated, when it will be remediated, by whom, and the cost of such remediation.
- 18. Notices.** Any notice or communications required by or otherwise given under by this Easement Agreement or applicable laws to be given or served upon Grantee may be given or served by certified or registered letter addressed to Grantee at 1309 Bay Marina Drive, National City, California 91950, and deposited in the United States mail, or may be served personally upon said Grantee or any



person hereafter authorized by it in writing to receive such notice; and that any notice or communications required by or otherwise given under this Easement Agreement or applicable laws to be served upon Grantor may be given or served by certified or registered letter addressed to Executive Director of Grantor at the Administrative Offices of the San Diego Unified Port District, Post Office Box 120488, San Diego, California 92112-0488, and deposited in the United States mail, or may be served personally upon said Executive Director or his duly authorized representative; and that any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served.

- 19. Grantee & Solar Provider Encumbrances.** Grantor acknowledges and agrees that Grantee shall have the right to grant to Solar Provider a sub-easement on, in, through, and over the Easement Area for the Permitted Uses (the "Solar Provider Easement"), provided that the terms and conditions thereof shall not be inconsistent with, and shall be subject to, this Easement Agreement and the TOA, and shall be subject to the prior written approval of Grantor, such approval not to be unreasonably withheld, conditioned or delayed. In connection therewith, and contingent upon Grantor's approval of the Solar Provider Easement and the form of notice of the Solar Provider Easement to be recorded, Grantor agrees and acknowledges that Grantee or the Solar Provider may record a notice of the Solar Provider Easement in the real property records of San Diego County, which notice shall include the signature of Grantor documenting Grantor's consent, and the recording fees of which are to be paid by Grantee or the Solar Provider.

Grantor acknowledges and agrees further that the Solar Provider shall have the right to encumber, mortgage, pledge, or collaterally assign its interest in the Solar Provider Easement, and the Facilities located on the Easement Area by mortgage, lease, deed of trust, security agreement, fixture filing, financing statements, or similar instrument or instruments (collectively, the "Security Agreements") in favor of any person(s) any or commercial financing institution(s) providing all or a portion of the financing or re-financing for the Facilities (each, a "Financing Party"). Notwithstanding the foregoing, no Security Agreement in favor of any Financing Party shall encumber or otherwise impact Grantor's ownership interest in and to the Easement Area or any other property of Grantor, and shall be limited only to Solar Provider's interest in the Solar Provider Easement or in the Facilities, and any Security Agreement which purports to encumber or otherwise impact Grantor's ownership interest in the Easement Area or any other property shall be automatically null and void. Except as set forth in this Section 19, Grantee shall have no right to transfer, assign, convey, or encumber this Easement Agreement or any of its interests hereunder.

- 20. Environmental Attributes.** With respect to the Facilities authorized hereunder, Grantee must retain all Environmental Attributes. Grantee may not sell, barter, or trade any of the Environmental Attributes. Grantee agrees to provide to Grantor an annual accounting in the month of January of each year of the quantity of energy produced by the Facilities and the quantity of energy used by Grantee. As used in this Section 20, the parties agree the following definitions shall apply:

"Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System or the System's displacement of conventional energy generation, including, without limitation (a) any avoided emissions to the air, soil or water of pollutants such as sulfur oxides, nitrogen oxides, carbon monoxide and other pollutants; (b) any avoided emissions of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride or other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the climate by

trapping heat in the atmosphere; and (c) the reporting rights related to such avoided emissions, including, without limitation, Renewable Energy Certificates, Green Tag Reporting Rights and renewable energy credits. Environmental Attributes do not include Environmental Incentives, net metering credits provided by the Utility, or Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Green-e® products, and any future credits, benefits, emissions reductions, offsets and allowances that may be proposed, enacted, determined or recognized after the Effective Date.

“Environmental Incentives” means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the Facilities, environmental benefits of using the Facilities, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the Facilities or any governmental authority.

“Green Tag Reporting Rights” means the rights of an entity to report the ownership of accumulated “Green Tags” in compliance with applicable laws, and to a federal or state agency or any other party, and include, without limitation, Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

“Renewable Energy Certificate” means a tradeable, contractual instrument that represents the full suite of attributes of 1 Megawatt-hour of renewable energy generation on the electricity grid.

“Tax Credits” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits, grants or other tax benefits under applicable laws relating to the construction, ownership or production of energy from the Facilities.

“Utility” means San Diego Gas & Electric Company, or any successor entity.

21. **Signature.** It is an express condition of this Easement Agreement that it shall not be complete nor effective until signed by all parties.
22. **Time of Essence.** Time is of the essence with respect to this Easement Agreement and the performance by the Parties of their respective obligations hereunder.
23. **Partial Invalidity.** If any term, provision or condition contained in this Easement Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Easement Agreement, or the application of such term, provision or condition to persons or circumstances other than those with respect to which it is invalid or unenforceable, shall not be affected thereby, and each and every other term, provision and condition of this Lease shall be valid and enforceable to the fullest extent possible permitted by law.
24. **Entire Agreement; Amendments.** This Easement Agreement constitutes the full and complete understanding and agreement between the Parties as to the subject matter contained herein, and any and all prior or contemporaneous understandings, agreements, discussions and negotiations pertaining hereto, whether written or oral, shall hereby be deemed merged and integrated into this

Easement Agreement. This Easement Agreement may not be modified except by a written instrument duly signed by or on behalf of the Parties hereto.

- 25. Grantee's Authority.** Each individual executing this Easement Agreement on behalf of Grantee hereby represents and warrants that Grantee is a duly formed and existing entity qualified to do business in the state of California and full right and authority to execute and deliver this Easement Agreement and that each person signing on behalf of Grantee is authorized to do so.
- 26. Attorneys' Fees.** Should any suit or action be commenced to enforce, protect, or establish any right or remedy of any of the terms and conditions hereof, including without limitation a summary action commenced by Grantor under the laws of the state of California relating to the unlawful detention of property, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit, including, without limitation, any and all costs incurred in enforcing, perfecting and executing such judgment.
- 27. Governing Law.** Venue for any legal proceeding shall be in San Diego County, California. This Easement Agreement shall be construed and enforced in accordance with the laws of the State of California, without regard to its conflict or choice of law provisions that would permit the application of laws of any other jurisdiction.
- 28. Counterparts.** This Easement Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

**(SIGNATURE PAGE FOLLOWS)**

**(SIGNATURE PAGE TO EASEMENT AGREEMENT)**

IN WITNESS WHEREOF, Grantor and Grantee have duly executed and delivered this Easement Agreement as of the Effective Date.

APPROVED AS TO FORM AND LEGALITY **SAN DIEGO UNIFIED PORT DISTRICT**  
GENERAL COUNSEL

By: \_\_\_\_\_  
Assistant/Deputy

By: \_\_\_\_\_  
Adam Meyer  
Director, Real Estate

**PASHA AUTOMOTIVE SERVICES, a  
California corporation**

By: \_\_\_\_\_  
Signature

PRINT NAME: \_\_\_\_\_

PRINT TITLE: \_\_\_\_\_

Attachments:  
Parcel Map  
Legal Description

(FOR USE BY \_\_\_\_\_)

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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(FOR USE BY \_\_\_\_\_)

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

OPTIONAL

Though the information below is not required by law, it may prove valuable to person relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

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Title or Type of Document: \_\_\_\_\_

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Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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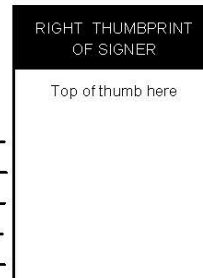


Signer's Name \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

\_\_\_\_\_  
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**Exhibit A-1**

**The Easement Area**

(Plat – TO BE

ATTACHED PRIOR

TO EXECUTION)

**Exhibit A-2**

**The Easement Area**

(Legal Description – TO BE  
ATTACHED PRIOR TO  
EXECUTION)



**RENEWABLE ENERGY EASEMENT AGREEMENT**

THIS RENEWABLE ENERGY EASEMENT AGREEMENT (this “*Agreement*”) is made effective and entered into as of \_\_\_\_\_, 2025 (the “*Effective Date*”), by and between PASHA AUTOMOTIVE SERVICES, a California corporation (“*Grantor*”), and CATALYZE NATIONAL CITY TERMINAL AVENUE MICROGRID, LLC, a California limited liability company (“*Grantee*”). Grantor and Grantee may be referred to hereinafter collectively as the “*Parties*,” and individually as a “*Party*.”

**RECITALS**

A. WHEREAS, San Diego Unified Port District (“*Owner*”) owns a building known as Warehouse 24-B comprised of approximately ±334,513 square feet (the “*Building*”) located on certain real property along Terminal Avenue, in National City, in San Diego County, State of California, known as San Diego County Tax ID No. 760-045-58-00, as more particularly described in a deed dated December 21, 1994 and recorded on December 28, 1994 in the San Diego County Recorder’s Office as Document No. 1994-0735221 (the “*Property*”);

B. WHEREAS, pursuant to that certain Terminal Operator Agreement bearing San Diego Unified Port District Clerks Document No. 57251 (the “*TOA*”) Grantor has been granted the preferential, non-exclusive use of the Building and certain portions of the Property, as more particularly described therein from Owner (the “*TOA Property*”).

C. WHEREAS, Owner has granted Grantor an Easement Agreement effective as of March 14, 2025 and bearing San Diego Unified Port District Clerk Document No. \_\_\_\_\_ (the “*Master Easement*”), with easement rights on and over a certain portion of the Building specified therein as the “Easement Area” (herein, the “*Easement Property*”) for the placement of solar panels, electrical conduit, and related improvements, along with specified appurtenant rights.

D. WHEREAS, Grantee desires to use the Easement Property to install, own, maintain, and operate solar photovoltaic generation and battery energy storage equipment; and

E. WHEREAS, Grantor is willing to grant the right to use the Easement Property and grant such appurtenant rights to Grantee for such purposes, all on and subject to certain terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

**AGREEMENT**

SECTION 1. **DEFINITIONS**

The following capitalized terms, when used in this Agreement, shall have the following meanings:

“*Actual Damages*” has the meaning set forth in Section 14(a).

“*Agreement*” has the meaning in the preamble hereof.

“*Agreement Payment*” has the meaning set forth in Section 4(a).

“**Affiliate**” means, with respect to any Person, such Person’s general partner or manager, or any other Person that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person.

“**Anticipated Commercial Operation Date**” has the meaning set forth in Section 3(b).

“**Applicable Law**” means any Law that is applicable to a Party to this Agreement, the transactions described herein, the Renewable Energy Facility or the Easement Property.

“**Appurtenant Rights**” has the meaning set forth in Section 2(a).

“**Building**” has the meaning set forth in Recital A hereof.

“**Claims**” has the meaning set forth in Section 10(f).

“**Commercial Operation**” means that (a) Grantee has obtained all necessary licenses, Permits and approvals under Applicable Law for the installation and operation of the Renewable Energy Facility, (b) the Renewable Energy Facility has been installed in accordance with all Applicable Laws and applicable Permits and is connected to the Utility distribution system, (c) if applicable, and to the extent required, the Utility has approved interconnection with its distribution system to allow regular, daily operation of the Renewable Energy Facility, (d) the Renewable Energy Facility is ready and able to generate and supply electricity to the Utility distribution system on a continuous basis, and (e) an independent certified engineer acceptable to both Parties has inspected the Renewable Energy Facility installation and provided and Engineer’s Certificate.

“**Commercial Operation Date**” means the date designated by Grantee in accordance with Section 3(b) as the date on which the Renewable Energy Facility has achieved Commercial Operation.

“**Contract Year**” has the meaning set forth in the PPA.

“**Decommissioning Obligations**” has the meaning set forth in Section 7(e).

“**Decommissioning Period**” has the meaning set forth in Section 3(a)(iv).

“**Default**” has the meaning set forth in Section 14(a).

“**Development Period**” has the meaning set forth in Section 3(a)(i).

“**Easement Property**” has the meaning set forth Recital C, as further defined in Section 2(a).

“**Emergency**” has the meaning set forth in Section 7(b)(iii).

“**Emergency Repairs**” has the meaning set forth in Section 7(b)(iii).

“**Engineer’s Certificate**” means a written certificate prepared and signed by an independent certified engineer acceptable to both Parties that the Facility has been installed and is working and reliable in accordance with such methods, acts, guidelines and criteria generally accepted or followed by the photovoltaic solar and battery energy storage industries in the United States, including any requirements established by local energy laws.

**“Environmental Attributes”** means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System or the System’s displacement of conventional energy generation, including, without limitation (a) any avoided emissions to the air, soil or water of pollutants such as sulfur oxides, nitrogen oxides, carbon monoxide and other pollutants; (b) any avoided emissions of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride or other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the climate by trapping heat in the atmosphere; and (c) the reporting rights related to such avoided emissions, including, without limitation, Renewable Energy Certificates Green Tag Reporting Rights and renewable energy credits. Environmental Attributes do not include Environmental Incentives, net metering credits provided by the LDC, or Tax Credits. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags, tradable renewable credits, Green-e® products, and any future credits, benefits, emissions reductions, offsets and allowances that may be proposed, enacted, determined or recognized after the Effective Date.

**“Environmental Incentives”** means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the LDC, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

**“Environmental Laws”** means all applicable federal, state and local Laws, statutes, codes, ordinances, by-laws, regulations, rules, standards, codes of practice, directives, decisions, judgments, orders or directions, judicial or administrative decrees, consents, awards, covenants and restrictions, governing safety and health, protection of the environment, and/or use, handling, disposal and releases or potential releases of Hazardous Substances, including without limitation: the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et seq., as amended.

**“Exclusive Uses”** has the meaning set forth in Section 9(c).

**“Fair Market Value”** shall mean the fair market value of the Renewable Energy Facility as determined by agreement of the Parties or by an appraiser selected by Grantee with the consent of Grantor (which shall not be unreasonably withheld, delayed or conditioned) who is qualified to appraise the fair market value of the Renewable Energy Facility, has experience appraising the value of such facilities and is not directly or indirectly affiliated with either Party. Except as the Parties may otherwise agree, any such appraiser shall employ a methodology designed to determine fair market value of the Renewable Energy Facility in compliance with United States Department of the Treasury and Internal Revenue Service (IRS) guidelines and regulations and with the requirements set forth by the Uniform Standards of Professional Appraisal Practice (USPAP) for a Summary Report.

**“Financing Party”** or **“Financing Parties”** has the meaning set forth in Section 13(a).

**“Force Majeure”** means any event or circumstance that actually prevents a Party from performing its obligations under this Agreement, which event or circumstance (a) is not within the reasonable control, and is not the result of the negligence, of the Party claiming Force Majeure, and (b) by the exercise of reasonable due diligence, such Party is unable to overcome or avoid or cause to be avoided. Subject to the foregoing, **“Force Majeure”** may include but is not limited to the following acts or events: natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party claiming Force Majeure; acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; strikes or labor disputes; and acts, failures to act or orders of any kind of any Governmental

Authorities acting in their regulatory or judicial capacity. “*Force Majeure*” does not include (x) changes in market conditions that affect the cost of supplies or financing, or that affect demand or price for power; or (y) any labor strikes, slow-downs or stoppages, or other labor disruptions against a Party’s contractors or subcontractors.

“*Governmental Authority*” means any international, national, federal, state, municipal, county, regional or local government, administrative, judicial or regulatory entity, and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“*Grantee*” has the meaning set forth in the preamble hereof.

“*Grantee Parties*” has the meaning set forth in Section 10(f).

“*Grantor*” has the meaning set forth in the preamble hereof.

“*Grantor Mortgage*” has the meaning set forth in Section 15(a).

“*Grantor Mortgages*” has the meaning set forth in Section 15(a).

“*Green Tag Reporting Rights*” means the rights of an entity to report the ownership of accumulated Green Tags in compliance with Applicable Laws, and to a federal or state agency or any other party, and include, without limitation, Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program.

“*Hazardous Substances*” will mean flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, petroleum, petroleum products, and any “hazardous” or “toxic” material, substance or waste that is defined by those or similar terms or is regulated as such under any applicable Laws (including Environmental Laws).

“*Indemnified Parties*” has the meaning set forth in Section 10(e).

“*Law*” means any present and future law, act, rule, requirement, order, by-law, ordinance, regulation, judgment, decree, or injunction of or by any Governmental Authority, ordinary or extraordinary, foreseen or unforeseen.

“*Master Easement*” has the meaning set forth in Recital C hereof.

“*Master Easement Term*” means the period commencing on the effective date of the Master Easement and ending on December 31, 2040.

“*Master Easement Term Extension*” means either (a) an extension or renewal of the Master Easement Term or (b) a replacement or substitute Master Easement, on terms reasonably satisfactory to Grantor, with a term commencing upon the expiration of the Master Easement Term.

“*Master Term Extension*” means, collectively, the Master Easement Term Extension and the TOA Term Extension.

“*Non-Payment Default*” has the meaning set forth in Section 14(b).

“*Notice of Termination*” has the meaning set forth in Section 14(a).

“*Operations Period*” has the meaning set forth in Section 3(a)(ii).

“*Option Purchase Date*” has the meaning set forth in Section 3(c)(iv).

“*Owner*” has the meaning set forth in Recital A hereof.

“*Owner Parties*” has the meaning set forth in Section 10(f).

“*Party*” or “*Parties*” has the meaning set forth in the preamble hereof.

“*Payment Default*” has the meaning set forth in Section 14(b).

“*Permitted Use*” means the installation, construction, interconnection, maintenance, ownership, operation, repair, replacement, upgrade and Decommissioning of the Renewable Energy Facility and the production, storage, delivery and sale of electricity produced by the Renewable Energy Facility and/or associated Renewable Energy Attributes and for all other purposes necessary or incidental thereto.

“*Person*” means an individual, general or limited partnership, corporation, municipal corporation, business trust, joint stock company, trust, unincorporated association, joint venture, Governmental Authority, limited liability company, or any other entity of whatever nature.

“*Power Purchase Agreement*” or “*PPA*” means any agreement entered into by and between Grantee and Grantor pursuant to which Grantee agrees to sell electricity generated by the Renewable Energy Facility to Grantor.

“*Property*” has the meaning set forth in Recital A hereof.

“*Purchase Option*” has the meaning set forth in Section 3(c)(iv).

“*Purchase Price*” has the meaning set forth in Section 3(c)(iv).

“*Remainder Property*” means the remaining portion of the TOA Property less the Easement Property.

“*Renewable Energy Attributes*” has the meaning set forth in Section 6.

“*Renewable Energy Certificate*” means a tradeable, contractual instrument that represents the full suite of attributes of 1 megawatt-hour of renewable energy generation on the electricity grid.

“*Renewable Energy Facility*” means the array of solar energy collection cells, panels, mirrors, lenses and related facilities and equipment to harness sunlight for photovoltaic energy generation, including without limitation, existing and/or future technologies used or useful in connection with the generation of electricity from sunlight, and all associated support structures, bracing, wiring, plumbing and related equipment and/or also all electrical transmission, distribution, storage, communication and related equipment and facilities including without limitation, inverters, transformers and facilities for interconnection with the Utility, to be installed by Grantee on the Easement Property, as more particularly described in Exhibit A, attached hereto and made a part hereof.

“*Renewal Period*” has the meaning set forth in Section 3(a)(iii).

“**Rooftop**” will mean the applicable portions of the roof of the Building designated by Grantor as the space for the Renewable Energy Facility.

“**SNDA**” has the meaning set forth in Section 15(a).

“**Solar Access Easement**” has the meaning set forth in Section 2(a).

“**Stop Date**” has the meaning set forth in Section 3(c).

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits, grants or other tax benefits under Applicable Laws relating to the construction, ownership or production of energy from the System.

“**Term**” has the meaning set forth in Section 3(a).

“**Termination Payment**” has the meaning set forth in the PPA.

“**TOA**” has the meaning set forth in Recital B hereof.

“**TOA Property**” has the meaning set forth in Recital B hereof.

“**TOA Term**” means the period commencing on the effective date of the TOA and ending on December 31, 2040.

“**TOA Term Extension**” means either (a) an extension or renewal of the TOA Term or (b) a replacement or substitute TOA, on terms reasonably satisfactory to Owner, with a term commencing upon the expiration of the TOA Term.

“**Uncured Default**” has the meaning set forth in Section 14(a).

“**Utility**” means San Diego Gas and Electric Co, or any successor entity.

## SECTION 2. EASEMENT; APPURTENANT RIGHT; UTILITY EASEMENT

(a) Easement and Appurtenant Rights. Subject to the terms and conditions contained in this Agreement, Grantor hereby grants to Grantee, from the Effective Date and through the remainder of the Term, a sub-easement on, over, across, to, and through a certain portion of the Rooftop, and certain other areas on the TOA Property, consisting of approximately **194,216 square feet of space**, all as specifically identified in Exhibit A for the installation, operation and maintenance, at Grantee's sole cost and expense, of the Renewable Energy Facility shown on the site plan attached hereto as Exhibit A (collectively, the “**Easement Property**”). Throughout the Term of this Agreement, Grantor hereby additionally grants Grantee: (i) a non-exclusive easement and right of way over, across, to, and through the TOA Property, including without limitation the Building, including all elevators, stairways or other access points of egress and ingress for purposes of accessing the Rooftop for the Permitted Use described herein, over routes to be determined by Grantor and modified in Grantor’s discretion (ii) a non-exclusive easement to use portions of TOA Property for the placement, storage and parking of equipment, materials and vehicles during construction, maintenance and repair of the Renewable Energy Facility and during the Decommissioning Period at such specific locations to be determined by Grantor and modified in Grantor’s discretion; (clauses (i) and (ii) collectively, the “**Appurtenant Rights**”), and (iii) an restrictive solar access easement over Grantor’s interest in the TOA Property, coterminous with the Term of this Agreement, that ensures no objects, structures or improvements that would materially adversely interfere with the function or operation

of the Renewable Energy Facility by impeding insolation are erected on the Rooftop or any other portion of the TOA Property (including without limitation, any use that causes the emission of suspended particulate matter, smoke or other airborne in a manner that materially impedes insolation), by Grantor or any other party authorized to use the TOA Property by or through Grantor (clause (iii), the “**Solar Access Easement**”). The Appurtenant Rights and Solar Access Easement granted from Grantor to Grantee hereunder shall burden the TOA Property and benefit the Easement Property and shall run with the land for the Term hereof. In exercising the rights granted hereunder, Grantee shall ensure that its exercise of its rights hereunder does not unreasonably interfere with Grantor’s or any other party’s use of the Easement Property and the TOA Property. The Parties agree and acknowledge that the easement rights granted hereunder with respect to the Easement Property are conveyed to Grantee on a non-exclusive basis; *provided, however*, that Grantor expressly covenants, agrees and acknowledges that: (1) it shall not cause, nor shall it permit to be caused, any unreasonable interference with, or use of the Easement Property that is inconsistent with, the use and enjoyment of the Easement Property and the Appurtenant Rights by Grantee, its Affiliates, successors and permitted assigns, and each of its and their respective contractors, agents, and employees, with respect to the Permitted Uses under this Agreement; (2) it shall not cause, nor shall it permit to be caused, any impacts or interference to the Solar Access Easement as may be reasonably expected to have a material adverse impact on production from or operation of the Renewable Energy Facility; and (3) no third party under any circumstance shall have rights to the Exclusive Uses granted to Grantee hereunder with respect to its use and enjoyment of the Easement Property.

(b) Utility Easement. Notwithstanding Grantee’s Exclusive Uses, at the request of the Utility, Grantor shall grant an easement to the Utility, for a period co-terminus with and irrevocable during the Term (or for such longer term if required by the Utility in keeping with its standard practice), for access, ingress, egress, construction and maintenance of utilities and related rights to the Easement Property and/or the Appurtenant Rights areas over, across and through TOA Property, subject to reasonable terms and restrictions determined by Grantor. The granting of such easement shall be subject to, and shall not be effective without, the prior written consent of Owner.

(c) TOA and Master Easement. This Agreement is expressly made subject and subordinate to the provisions of the TOA and the Master Easement Agreement copies of which are attached hereto as Exhibit C. If any of the express provisions of this Agreement shall conflict with any of the provisions of the TOA or Master Easement, the provisions of the TOA and Master Easement shall govern. This Agreement is expressly conditioned upon obtaining the written consent of Owner and the written consent of any mortgagee, ground lessor or other third party required under the TOA, that is disclosed to Grantee.

### SECTION 3. TERM; EARLY TERMINATION

(a) Term. The term of this Agreement shall commence on the Effective Date and continue, unless sooner terminated in accordance with the provisions hereunder, through the Development Period, the Operations Period, the Renewal Periods (if exercised), and the Decommissioning Period (collectively, the “**Term**”). In connection with the foregoing, the Parties covenant and agree as follows:

- (i) The “**Development Period**” means the period commencing on the Effective Date and expiring on the Commercial Operation Date.
- (ii) The “**Operations Period**” means the period commencing on the Commercial Operation Date and expiring on July 4, 2040.
- (iii) Provided Grantee is not then in Default hereunder or under the PPA, and provided further that Grantor and Owner have secured a Master Term Extension and provided written notice to Grantee of the same, Grantee shall be entitled to renew the Operations

Period for (1) one (1) additional period commencing on July 5, 2040 and expiring on the twenty-fifth (25<sup>th</sup>) anniversary of the Commercial Operation Date, and (2) one (1) additional period of five (5) years commencing upon the expiration of the first Renewal Period and expiring on the thirtieth (30<sup>th</sup>) anniversary of the Commercial Operation Date (each, a “**Renewal Period**”). Grantee shall exercise the Renewal Period by providing written notice to Grantor thereof on or before thirty (30) days prior to the expiration of the Operations Period or first Renewal Period, as the case may be applicable. All terms and conditions of this Agreement shall be and remain in full force in effect during the Renewal Periods if any.

- (iv) The “**Decommissioning Period**” means the period commencing upon the expiration or early termination of the Development Period, the Operations Period, or then-current Renewal Period, as the case shall be applicable, and expiring sixty (60) days thereafter; *provided that* the Decommissioning Period may be (1) extended automatically on a day-for-day basis by reason of Force Majeure and/or as may be required or reasonably necessary for Grantee to seek and obtain Governmental Approvals pertaining to its Decommissioning Obligations, or (2) sooner terminated on the date in which Tenant completes its Decommissioning Obligations hereunder. Notwithstanding the foregoing, in the event this Agreement is terminated pursuant to Section 3(c)(i) below prior to Grantee’s commencement of construction of the Renewable Energy Facility, or pursuant to Section 3(c)(iv) below following Grantor’s exercise of its Purchase Option, there shall be no Decommissioning Period; Grantee shall have no Decommissioning Obligations; and the Term of this Agreement shall terminate and expire upon the date of termination under Section 3(c)(ii) or (c)(iv), as applicable. This Section 3(a)(iv) shall control over anything to the contrary contained in this Agreement.

(b) Commercial Operation Date. The Parties each acknowledge that the date on which Grantee expects to achieve Commercial Operation for the Renewable Energy Facility will be on or about December 31, 2025 (the “**Anticipated Commercial Operation Date**”). If Grantee anticipates that the Commercial Operation Date will not be achieved on or prior to the Anticipated Commercial Operation Date, Grantee agrees to send written notice to Grantor of the date on which Grantee reasonably expects to achieve Commercial Operation. Grantee shall notify Grantor in writing when the Renewable Energy Facility has achieved Commercial Operation, setting forth in such notice the Commercial Operation Date and indication that the Operations Period under this Agreement and the PPA has commenced.

(c) Early Termination. Notwithstanding any provision contained herein to the contrary, this Agreement may be terminated upon the following terms and conditions:

- (i) Grantee may terminate this Agreement without penalty upon thirty (30) days’ prior written notice to Grantor given in accordance with the notice provisions hereof at any time during the Development Period for any reason or no reason.
- (ii) If any time after the Development Period Grantee or Grantor terminates the PPA in accordance with its terms, for any reason other than Grantor’s exercise of its Purchase Option hereunder, the Operations Period or Renewal Period, as applicable, shall automatically terminate and the Decommissioning Period shall automatically commence upon the date of the PPA’s termination.
- (iii) Grantor agrees to provide written notice to Grantee on or before May 5, 2040 of whether Grantor and Owner are able to secure a Master Term Extension prior to expiration of the Operations Period. In the event such notice from Grantor indicates inability or



unwillingness to obtain a Master Term Extension, then (1) the Operations Period shall terminate on July 4, 2040; (2) the Decommissioning Period shall commence on July 5, 2040 and continue in accordance with Section 3(a)(iv); and (3) Grantor shall be obligated to pay Grantee the Termination Payment due for the applicable Contract Year under the PPA, which Termination Payment shall be due to Grantee no later than August 3, 2040, without the need for Grantee to provide written notice or demand for the same.

- (iv) Notwithstanding anything the contrary herein, this Agreement shall automatically terminate in the event of the termination of either the TOA or the Master Easement. In such case, Grantor shall (1) in accordance with the applicable provisions of this Agreement, provide prior written notice to Grantee of the termination of the TOA or Master Easement as soon as reasonably practical, and (2) pay Grantee a Termination Payment equal to the Termination Payment value set forth in the PPA for the Contract Year in which this Agreement is terminated, which payment shall be due to Grantee no later than thirty (30) days following the applicable termination date.
- (v) At the end of Contract Years 6, 10, 15, 20 and 25 of the Term (each an “**Option Purchase Date**”), Grantor may, provided this Agreement and the Power Purchase Agreement are in full force and effect and Grantor is not in Default hereunder or thereunder, purchase the Renewable Energy Facility from Grantee on any such Option Purchase Date for a purchase price equal to the greater of the Fair Market Value of the Renewable Energy Facility, or the applicable purchase price set forth on **Exhibit B** attached hereto (the “**Purchase Price**,” and altogether, the “**Purchase Option**”). Grantor may exercise the Purchase Option by providing written notice to Grantee of its intent to purchase the Renewable Energy Facility and paying the Purchase Price at least ninety (90) days, but not more than one hundred eighty (180) days, prior to the applicable Option Purchase Date. In the event Grantor exercises its Purchase Option in accordance with this Section 3(c)(ii), then this Agreement shall automatically terminate as of the date on which title to the Renewable Energy Facility is transferred from Grantee to Grantor, free and clear of any liens (other than permitted liens and restrictions, if any, under applicable securities laws), which date shall be no later than the applicable Option Purchase Date.
- (vi) In the event of an early termination of this Agreement under this Section 3, and contingent upon payment of the Termination Payment or Purchase Price by Grantor and completion of the Decommissioning Obligations by Grantee, in either case to the extent applicable, the Parties shall be released from their respective rights and obligations hereunder except for such rights and obligations which expressly survive the expiration or early termination of this Agreement.

#### SECTION 4. AGREEMENT PAYMENTS

(a) Agreement Payments. As consideration for this Agreement, Grantee shall pay to Grantor, or such other Persons as Grantor may designate in writing from time to time, the amount of One dollar (\$1.00), (the “**Agreement Payment**”) payable within thirty (30) days following the Commercial Operation Date.

(b) Method of Payment. Agreement Payments may be paid by check or wire transfer. Upon request by Grantee, Grantor shall provide Grantee with account information to which wire transfers may be made.

SECTION 5. TAXES

(a) Real Property Taxes. Grantee shall be liable for and shall pay as and when due any real property taxes assessed exclusively against the Renewable Energy Facility during the Term and Grantor shall be and remain responsible for and shall pay as and when due all real property taxes assessed against TOA Property, which may or may not include the Building and Easement Property, and all improvements thereon other than the Renewable Energy Facility, throughout the Term. Grantor shall promptly furnish Grantee with copies of all bills for real property taxes for which each Party is responsible. Grantor shall cooperate with Grantee in pursuing applicable or potentially applicable exemptions relating to real property taxes attributable to the Renewable Energy Facility and in obtaining any available refunds or abatements of real property taxes paid by Grantee hereunder. Grantor acknowledges and agrees that under no circumstances will Grantee be liable for any real property taxes attributable to or associated with the TOA Property other than taxes assessed against the Renewable Energy Facility, Easement Property or any equipment, machinery, improvements or other property or improvements, real or personal, tangible or intangible, of Grantor wherever located or however acquired.

(b) Personal Property Taxes. Each Party shall remain solely liable for and shall pay as and when due any tax assessed against its respective personal property located at or about the TOA Property; *provided that* if the taxing authority does not separately assess such personal property taxes the Parties shall cooperate in good faith to allocate all such personal property taxes in an equitable manner. Grantor shall cooperate with Grantee in pursuing applicable or potentially applicable exemptions relating to personal property taxes attributable to the Renewable Energy Facility and in obtaining any available refunds or abatements of personal property taxes paid by Grantee hereunder.

(c) Agreements with Tax Authorities. Grantor acknowledges that Grantee may seek to negotiate a payment in lieu of tax agreement or other understanding with relevant tax authorities in order to provide certainty regarding taxation with respect to the Renewable Energy Facility and/or to achieve other objectives. Grantor agrees to cooperate with Grantee in connection with such efforts and agrees to execute such agreement, subject to Grantor's reasonable review and approval, which shall not be unreasonably withheld, delayed or conditioned provided that such agreement would not have any material adverse impact on Grantor's interests.

(d) Failure to Pay. In the event that Grantee fails to pay any taxes for which Grantee is responsible hereunder, Grantor shall have the right, but not the obligation, to pay the same and in such event shall be entitled to recover such amount from Grantee. In the event Grantor fails to pay any taxes for which it is responsible during the Term, as and when due, Grantee shall have the right, but not the obligation, to pay such taxes and to deduct any amounts so paid, from any Agreement Payments due Grantor hereunder.

SECTION 6. OWNERSHIP. Grantor acknowledges and agrees that the Renewable Energy Facility is and shall remain the personal property of Grantee and that no part of it shall become or be deemed a fixture nor in any way impact the interests of Grantor as to the Easement Property nor the Owner as to the Easement Property or the TOA Property, notwithstanding the manner in which the Renewable Energy Facility is or may be attached to any real property of Grantor, and Grantor further acknowledges and agrees that Grantor shall have no right, title or interest in the Renewable Energy Facility or any component thereof, notwithstanding that such Renewable Energy Facility or portions thereof may be physically mounted or adhered to the Easement Property. The Parties acknowledge and agree that, as between them: (a) Grantee shall be the owner of the Renewable Energy Facility and all products and attributes associated with the existence and operation of the Renewable Energy Facility throughout the Term, including, without limitation, electric energy generated by the Renewable Energy Facility, and all Tax Credits and Environmental Incentives; and (b) Grantor shall be the owner of all Environmental Attributes. In furtherance of the foregoing, and in accordance with the Master Easement, Grantor expressly agrees and

acknowledges that it shall retain all Environmental Attributes and Grantor shall not sell, barter or trade any Environmental Attributes. Title to the Renewable Energy Facility and all improvements thereto and Permits and entitlements associated therewith and to all Tax Credits and Environmental Incentives shall at all times be and remain with Grantee. The manner of operation of the Renewable Energy Facility, including but not limited to decisions on when to conduct maintenance, is within the sole discretion of Grantee, subject to all requirements of this Agreement, Applicable Laws, and Grantor's reasonable rules and regulations as it relates to access to the Rooftop.

## SECTION 7. RESPONSIBILITIES OF GRANTEE

(a) Plans and Specifications of Renewable Energy Facility. Grantee at Grantee's sole expense will design, procure and install the Renewable Energy Facility in accordance with its plans and specifications, which plans and specifications Grantee will share with Grantor. Except where set forth elsewhere herein, Grantee is responsible for all costs associated with the Agreement, including the costs of installing, operating, and maintaining the Renewable Energy Facility.

(b) Master Easement Conditions. Consistent with the requirements of Section 5 in the Master Easement, the following provisions shall apply:

(i) No construction, installation, or major repairs shall commence without the prior written approval of the plans and specifications by Owner, which shall not be unreasonably withheld, delayed, or conditioned. Subsequent minor repairs and routine maintenance of the Renewable Energy Facilities shall not require Owner's written approval; *provided, however*, that Grantee shall notify Owner prior to commencing any such work and provide a description of the proposed work to allow Owner to determine in its reasonable discretion if the proposed work qualifies as a minor repair or routine maintenance, as opposed to construction, installation, or major repairs (which would include, but are not limited to, repairs and maintenance that would impact the roof or building in the Easement Property through structural modifications or impacts or trenching, or would have potential environmental/stormwater impacts) and in its performance of any work in connection with this Agreement, Grantee shall minimize interference with Owner's and Grantor's activities within the Easement Property and the TOA Property.

(ii) In the case of Emergency Repairs, Grantee shall immediately commence repairs and give Owner written notification within one (1) day of the commencement of said Emergency Repair so that the Owner can inspect for compliance with the terms and conditions of this Agreement and the Master Easement.

(iii) In accordance with the Grantor's Coastal Development Permit Regulations (filed in the Office of the District Clerk as Document No. 19171), "**Emergency Repairs**" under this Agreement are those repairs necessary to maintain, repair, restore, demolish, protect, or replace property or facilities damaged, destroyed, or threatened by imminent danger from a sudden, unexpected occurrence or Emergency, which demands immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. "**Emergency**" includes, but is not limited to, such occurrences as fire, flood, windstorm, earthquake, or other soil or geologic movements, as well as occurrences as riot, accident, or sabotage.

(iv) Grantee shall use best efforts to minimize impacts to the Rooftop in Grantee's installation, construction, maintenance and/or repair of the Renewable Energy Facility, and shall perform all work in such a manner as will cause the least injury to the Rooftop and not void any existing warranty of the roof. Grantee shall be responsible and liable for, and shall promptly repair to Owner's satisfaction, at Owner's sole cost and expense, any damage to the Rooftop caused by acts or omissions of Grantee or

Grantee's employees, agents, contractors, or invitees, or any other person authorized by Grantee to access or use the Easement Property or the TOA Property.

(c) Use and Maintenance. Grantee shall at all times keep and maintain the Renewable Energy Facility in good order condition and repair, including, without limitation, the removal of any refuse and waste generated or otherwise arising out of the use, operation, installation, removal, repair, modification and removal of the Renewable Energy Facility. Grantee shall be responsible for maintaining and repairing the Renewable Energy Facility during the Term except for damage to the Renewable Energy Facility caused by Grantor, its tenants and their respective employees, invitees, agents, contractors and subcontractors which Grantor shall repair in a good and workmanlike manner within twenty (20) days of being notified of such damage by Grantee. Grantee will, in good faith, work to coordinate all construction and maintenance (emergency repairs excepted) of the Renewable Energy Facility with Grantor so as to not unreasonably interfere with Grantor's use of the TOA Property.

(d) Permits. Grantee, at its cost and expense, will apply for and obtain all governmental permits, licenses, certificates, approvals, and other entitlements for use ("**Permits**") necessary for the installation and operation of the Renewable Energy Facility on the Easement Property. Grantor hereby consents to any reasonable action taken by Grantee in applying for and obtaining any and all Permits and shall cooperate with Grantee and hereby appoints Grantee its agent in connection with applying for and obtaining such Permits.

(e) Site Technical Standards. Grantee agrees that the installation, operation and maintenance of its Renewable Energy Facility will at all times, and at Grantee's sole cost and expense, comply with such technical standards for the Rooftop and any other portion of the Easement Property as may from time to time be established by Grantor in Grantor's reasonable discretion, including, without limitation, technical standards relating to structural engineering, and city construction permits (the "**Site Technical Standards**").

(f) Decommissioning and Removal Obligations. Provided there is a Decommissioning Period under this Agreement per Section 3(a)(iv) above, upon the expiration or early termination of this Agreement, , Grantee shall, at its expense, remove its Renewable Energy Facility within sixty (60) days after the termination or expiration of this Agreement (as may be extended or sooner terminated in accordance with Section 3(a)(iv)) and restore the Easement Property to its condition prior to installation of the Renewable Energy Facility, excepting ordinary wear and tear. During the Decommissioning Period, Grantee shall cease commercial operation of the Renewable Energy Facility and shall remove all components of the Renewable Energy Facility from the Easement Property in accordance with Applicable Law and to the satisfaction of owner; *provided that* Grantee shall not be required to remove (i) any supports, canopies, anchors, penetrations, conduits or other similar ancillary equipment which were installed by Grantee if, the Parties reasonably agree that the removal of such supports, anchors, penetrations, conduits or other similar ancillary equipment could cause harm and damage to the Easement Property and, if applicable, the TOA Property, or (ii) any underground foundations or underground or buried conduits and cabling installed by Grantee on or about the Easement Property foundations, infrastructure and underground conduit that cannot be removed without damage to the Easement Property and (collectively, the "**Decommissioning Obligations**"). The obligations of this Section 7(f) shall survive the expiration or termination of this Agreement.

## SECTION 8. RESPONSIBILITIES OF GRANTOR

(a) Grantor's Cooperation. Grantor shall cooperate with Grantee in Grantee's conduct of its operations and exercise of its rights under this Agreement and Grantor shall exercise best efforts to perform all such acts as Grantee may reasonably specify to fully effectuate each and all of the purposes and intent of this Agreement. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that

the Permitted Use activities of Grantee contemplated by this Agreement may be accomplished by Grantee or one or more third parties authorized by Grantee, and Grantor shall provide reasonable cooperation and accommodation for any such third party to perform any activity contemplated by this Agreement.

(b) Maintenance. Grantor shall be responsible, at its sole cost and expense throughout the Term, for the maintenance and repair of all structural portions of the Building, including the Rooftop, as well as all interior portions of the Building, other than damage caused by Grantee or its employees, invitees, agents, contractors and subcontractors or by the Grantee's use of the Easement Property or the TOA Property (as applicable), which Grantee shall repair at Grantee's expense in a good and workmanlike manner to the satisfaction of Grantor and Owner within twenty (20) days of being notified of such damage. Grantor shall provide Grantee with a minimum of twenty-four (24) hours' prior notice before performing any maintenance within the Easement Property that interferes with operation of the Renewable Energy Facility; *provided, however*, notice for any emergency maintenance or repair may be given by telephone, and shall be given as soon as practicable following Grantor's discovery of the event or condition causing the need for such emergency maintenance or repair. If the maintenance or repairs of the Easement Property interfere with the operation of the Renewable Energy Facility or reduces the production of the Renewable Energy Facility for more than three (3) consecutive days Grantor agrees to (i) provide Grantee with notice of the anticipated scope and duration of maintenance, and (ii) work with Grantee to minimally impact the Renewable Energy Facility and Grantee's use of the Easement Property, including but not limited to scheduling the maintenance to occur during off-peak months or be completed in phases when applicable. Notwithstanding anything to the contrary herein, in the event Grantor needs to replace the Rooftop of Building, Grantor shall be responsible for all costs associated with removing the Renewable Energy Facility including, but not limited to deinstallation, storage, reinstallation, loss of revenue for period of time the Renewable Energy Facility is not operational as a result of Grantor's roof replacement, and an abatement in Agreement Payments. Such costs shall be repaid to Grantee in accordance with the applicable terms of the Power Purchase Agreement.

(c) Rights of Access and Provision of Space and Facilities. Grantor agrees that employees, assigns, contractors, subcontractors or agents of Grantee shall hereby be deemed to have nonexclusive licenses with rights of ingress and egress in and to those portions of the Building controlled by Grantor solely for purposes of the Permitted Use authorized under this Agreement, and Grantor will provide Grantee with access to and use of the Rooftop consistent with the requirements of the installation, operation, maintenance, and service of the Renewable Energy Facility; *provided, however*, such rights of ingress and egress through the nonexclusive licenses granted herein shall be consistent with (i) the terms and conditions of any leases between Grantor and tenants; (ii) rules and regulations reasonably promulgated from time to time by Grantor regarding such rights of ingress and egress; and (iii) all requirements of this Agreement, the Master Easement, and the TOA.

(d) Non-Interference. In furtherance of the provisions of Section 2(a) above, in no event during the Term will Grantor construct, build or locate, or allow any third party having a right through Grantor to use the TOA Property to construct, build, or locate any equipment or facilities (solar or otherwise) that would materially adversely interfere with the function or operation of the Renewable Energy Facility or otherwise engage in, or allow others have a right through Grantor to use the TOA Property to engage in activity that would materially impede the Renewable Energy Facility's access to the sun or decrease the output or efficiency of the Renewable Energy Facility.

(e) Utilities. Grantor shall provide Grantee, its employees, agents and contractors, at no additional cost, with sufficient utilities (including electricity and telecommunications) necessary for the construction, operation, repair and decommissioning of the Renewable Energy Facility, at no cost to Grantee.

## SECTION 9. REPRESENTATIONS AND COVENANTS

(a) Title. Grantor represents and warrants that as of the Effective Date and at all times during the Term, Grantor has an easement interest in the Easement Property under the TOA and the Master Easement subject to no liens, easements, options or other encumbrances or other matters including applicable zoning, recorded or unrecorded affecting title to the Property as of the Effective Date which would interfere with Grantee's use of the Easement Property as contemplated hereunder, including without limitation that Grantee shall have the right to use the Easement Property and the Appurtenant Rights granted by this Agreement for the entire Term.

(b) Site. Grantor represents and warrants to Grantee that there are no physical conditions of the Easement Property, or any other adverse facts or conditions that could delay, interfere with or impair the Permitted Use or the exercise of any of Grantee's other rights under this Agreement, or which could, with the passage of time, the giving of notice or both, have such an effect. Neither the Easement Property nor other parts of TOA Property nor any portion thereof is in violation of any Environmental Laws and Grantor has not received any communication from any Governmental Authority alleging that the Easement Property or other parts of TOA Property or any portion thereof is in violation of any Environmental Laws. No portion of the Easement Property or other parts of the TOA Property has been previously used for the production, generation, transportation, treatment, storage, or use of Hazardous Substances in violation of any Environmental Laws. Grantor is not relying on any representation, covenant or warranty of Grantee except as expressly provided herein. The provisions of this Section 9(b) shall survive the expiration or earlier termination of this Agreement.

(c) Exclusive Use. Grantor represents and warrants to Grantee that it has not previously granted to any third party, and covenants and agrees to and with Grantee that throughout the Term it shall not grant to any third party, any lease, license, easement or other right or permission of any nature whatsoever to use any portion of the Easement Property for the Permitted Use (collectively, the "*Exclusive Uses*"), and Grantor further covenants and agrees to and with Grantee that throughout the Term it shall not itself use any portion of Easement Property for any one or more of the Exclusive Uses, it being understood and agreed between the Parties that Grantee shall have the sole and exclusive right to engage in the Exclusive Uses on Easement Property during the Term.

## SECTION 10. INSURANCE AND INDEMNITY

(a) Insurance Policies. Prior to the commencement of any work in, on or about the Building and during the term of this Agreement, Grantee shall maintain insurance coverages in accordance with the requirements of Exhibit E attached to the PPA. In furtherance thereof, the Parties agree that the provisions of such Exhibit E are hereby incorporated into this Section 10(a) as if fully set forth herein. Grantor and its tenants shall each maintain comprehensive, public liability insurance coverage of such types and amounts as may be customary and reasonable in light of their ownership and tenancy of and activities conducted on the TOA Property. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of construction, and thereafter within thirty (30) days prior to the expiration or non-renewal of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days' prior written notice to each insured named therein. With respect to Grantee, in the event of any inconsistency between the provisions of this Section 10(a) and the provisions of Exhibit E attached to the PPA, the provisions of such Exhibit E shall control.

(b) Property Insurance. In addition to Section 10(a), Grantor and Grantee shall each maintain on their respective property insurance on or about the TOA Property (which for Grantor shall include without limitation the Building of which the Easement Property is a part including without limitation the roof of the

Building and for Grantee shall include the Renewable Energy Facility) a policy of “all risk” property insurance, with vandalism and malicious mischief endorsements, to the extent of at least one hundred percent (100%) of full replacement value of their respective property as aforesaid without deduction for depreciation. The Parties shall provide each other with certificates for such insurance at or prior to the commencement of the Term, and thereafter within thirty (30) days prior to the expiration of any such policies.

(c) Reserved.

(d) Survival. The Parties’ insurance obligations hereunder shall continue throughout the Term and the Parties’ indemnity obligations hereunder shall survive the expiration or earlier termination of this Agreement.

(e) General Indemnity. Each Party shall indemnify, defend and hold harmless the other Party and its trustees, shareholders, members, managers, officers, employees, agents, representatives and independent contractors (the “*Indemnified Parties*”), from and against any Claims incurred by or on behalf of any of the foregoing indemnified parties in connection with or arising from (i) any claim by a third party for physical damage to or physical destruction of property, or death of or bodily injury to any Person, but only to the extent caused by the negligence or willful misconduct of the indemnifying Party, the indemnifying Party’s employees acting within the scope of their employment, and any other Person for whom or which the indemnifying Party is legally liable, or (ii) any material breach by the indemnifying Party of any representation or warranty made herein by such indemnifying Party, or of any breach or nonperformance of material obligation hereunder of such indemnifying Party. Notwithstanding the foregoing, the indemnity provided under this Section 10(e) shall not extend to Losses to the extent attributable to the negligence or willful misconduct of an indemnified Party.

(f) Grantee Indemnification of Owner. Grantee shall, to the fullest extent permitted by Law, defend (with counsel acceptable to Grantor), indemnify, and hold harmless Grantor and its officers, officials, employees, representatives, contractors, and agents (collectively, “*Owner Parties*”) from and against any litigation, proceeding, action, liability, claim, judgment, demand, damage, cost, loss, expense (including, without limitation, all attorneys’ fees), award, fine, penalty, or claim for damages (collectively, “*Claims*”) in law or in equity, to property or persons, including wrongful death, arising directly or indirectly out of, from, or connected or related to this Easement Agreement and the acts and omissions in connection therewith of Grantee, its employees, agents, officers, contractors, invitees, and any other person authorized by Grantee to access or use the Easement Property and the TOA Property (collectively, “*Grantee Parties*”), except to the extent Claims arise through the sole negligence or willful misconduct of Owner or the Owner Parties, or any of their respective tenants, guests, invitees, or other persons authorized by Owner or Grantor to access or use the Easement Property and the TOA Property (also “*Owner Parties*”). It is the intent of this Section 10(f) that Grantee indemnify and hold harmless the Owner Parties for any actions of the Grantee Parties or Owner Parties, except for those arising out of the sole negligence or willful misconduct of Owner, including but not limited to claims based upon Owner Parties alleged breach of any statutory duty or obligation, or Grantee’s duty under contracts with third parties. Grantee’s obligations under this paragraph shall survive the expiration or termination of this Agreement.

(g) Hazardous Substances Indemnity. Notwithstanding the provisions of Section 10(f), Grantee shall have no obligation to defend, indemnify and hold harmless Grantor or any of its Indemnified Parties, for, from and against any and all Losses sustained by, liability or charges imposed on, and claims or causes of action asserted against, Grantor or any of its Indemnified Parties to the extent arising out of or related to (i) conditions caused or existing on the TOA Property prior to the Effective Date, whenever known or discovered, (ii) the failure by Grantor or any of its Indemnified Parties to comply with any Environmental Laws, (iii) Hazardous Substances that are present on the TOA Property prior to the Effective Date, except

to the extent Grantee exacerbated the same, and (iv) Hazardous Substances present on the Easement Property prior to or after the Effective Date if caused by Grantor or any of the Indemnified Parties. To the extent permitted by Applicable Laws, Grantor hereby agrees to defend, indemnify and hold harmless Grantee and its Indemnified Parties from and against any and all Losses sustained by, liability or charges imposed on, and claims or causes of action asserted against, Grantee to the extent arising out of (x) any of the foregoing clauses (i) through (iv), (y) incidents occurring or conditions existing prior to the Effective Date, including those conditions of the TOA Property known now or not presently known but discovered in the future, regardless of the cause of the condition, and (z) any failure by Grantor or any of the Grantor Parties to comply with Environmental Laws, except to the extent the same is caused by Grantee or any of the other Grantee Parties. As used herein this Section 10(g) with respect to Grantor, “*Indemnified Parties*” shall also include any of Grantor’s tenants, guests, or invitees.

#### SECTION 11. CASUALTY; CONDEMNATION

(a) Casualty. In the event the Renewable Energy Facility is damaged or destroyed by fire or other casualty, Grantee shall repair the damage to the Renewable Energy Facility and Grantor shall, accounting for any net insurance proceeds to which Grantor is awarded for fire or casualty suffered by the Renewable Energy Facility, equitably abate the Agreement Payments until such repair and restoration (together with any repair or restoration of TOA Property and the Easement Property required of Grantor, as set forth below) is complete, following which Grantee shall commence paying Agreement Payments again. Notwithstanding the foregoing, if the Renewable Energy Facility is damaged or destroyed such that Grantee’s operation of the Renewable Energy Facility is materially impaired or in the event that it is not economically viable for Grantee to repair and restore the Renewable Energy Facility, as determined by Grantee in its sole discretion, then Grantee may elect to terminate this Agreement upon written notice to Grantor whereupon the Development Period, Operations Period, or Renewal Period (as applicable) shall be terminated and the Decommissioning Period shall commence, whereupon all obligations of the Parties hereunder shall cease except (i) Grantee’s Decommissioning Obligations and right to access the Easement Property in order to perform such obligations, and (ii) any other rights and obligations of the Parties that survive the expiration or earlier termination of this Agreement in accordance with the terms hereof. If this Agreement is not terminated pursuant to this Section 11(a) following a fire or other casualty, Grantor shall exercise commercially reasonable efforts to repair any damage to the TOA Property including, without limitation, the Building and the Easement Property, resulting from the fire or other casualty and shall return same to its condition prior to such damage or destruction, including without limitation, using all insurance proceeds received by Grantor following such damage or destruction to accomplish all of the foregoing, except that Grantor shall in no event be required to repair, replace or restore any property of Grantee comprising part of the Renewable Energy Facility. Agreement Payments shall be equitably abated during such Grantor repair and restoration, as set forth above. Notwithstanding anything to the contrary set forth herein, the provisions of this Section 11(a) are subject and subordinate to the Casualty provisions in the Master Easement and the TOA and Owner’s rights thereunder.

(b) Condemnation. If the whole or substantially the whole of the Building should be taken for any public or quasi-public use, by right of eminent domain or otherwise or should be sold in lieu of condemnation, then this Agreement will terminate as of the date when physical possession of the Building is taken by the condemning authority. If less than the whole or substantially the whole of the Building is thus taken or sold, Grantor (whether or not Grantee’s equipment or property are affected thereby) may terminate this Agreement by giving written notice thereof to Grantee; in which event this Agreement will terminate as of the date when physical possession of such portion of the Building is taken by the condemning authority. If less than the whole of the Building is taken and the portion so taken materially interferes or prohibits Grantee from enjoying its Permitted Uses or otherwise performing its obligations hereunder, then Grantee may terminate this Agreement upon written notice to Grantor received no later than thirty (30) days after the taking. If this Agreement is not so terminated upon any such taking or sale,



Grantor will, to the extent Grantor deems feasible, restore the Building to substantially its former condition, but such work will not exceed the scope of the work done by Grantor in originally constructing the Building and installing shell improvements in the Building, nor will Grantor in any event be required to spend for such work an amount in excess of the amount received by Grantor as compensation for such taking. All amounts awarded upon a taking of any part or all of the Easement Property, Building, or TOA Building will belong to Grantor, and Grantee will not be entitled to and hereby expressly waives all claims to any such compensation. Notwithstanding anything to the contrary set forth herein, the provisions of this Section 11(b) are subject and subordinate to the eminent domain provisions in the Master Easement and the TOA and Owner's rights thereunder.

(c) Damages from Certain Causes. Notwithstanding any provision herein, neither Party will be liable to the other Party for any Losses or damage to any property or person occasioned theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition, or order of any Governmental Authority; provided however that such limitation shall not apply if any such Losses or damages are caused by, related to, or exacerbated by the acts or omissions of Grantee or Grantee's officers, members, trustees, representatives, agents, employees, contractors, guests, or invitees.

## SECTION 12. ASSIGNMENT

(a) Transfers by Grantor. Grantor will have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder and in the Building, to a Person acquiring title and ownership of the Building, and in such event and upon such transfer, Grantor will be released from any further obligations, provided such successor in interest expressly assumes in writing Grantor's obligations under this Agreement. In such event, and upon such transfer Grantor will be released from any further obligations hereunder, and Grantee agrees to look solely to such successor in interest of Grantor for the performance of such obligations; *provided that* Grantor agrees to provide written notice to Grantee prior to any transfer or assignment and documentation satisfactory to Grantee evidencing conveyance of title in the Building to such successor, if applicable. Without limiting any of the foregoing, any assignment or assignment by Grantor under this Section 12(a) shall occur with a concurrent assignment and assumption of the PPA in accordance with its terms.

(b) Transfers by Grantee. Grantee shall obtain Grantor's consent before assigning or subletting this Agreement or the Easement Property in whole or in part, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing to the contrary, Grantee shall have the right to transfer, assign, and sublet this Agreement, without obtaining Grantor's consent (i) to an Affiliate of Grantee, (ii) to an entity that purchases the Renewable Energy Facility or, prior to the construction of the Renewable Energy Facility, the development rights thereto, (iii) to the purchaser of substantially all of the assets of Grantee, or (iv) to any Financing Party or other entity as security for or in connection with a financing or other financial arrangement related to the Easement Property and/or the Renewable Energy Facility, as set forth in Section 13. In the case of any permitted assignment, Grantee shall remain liable to Grantor for the payment of all Agreement Payments and for the full performance of the covenants and conditions of this Agreement unless the assignee executes an agreement expressly agreeing to assume all obligations of the Grantee arising on and after the effective date of such assignment, in which event Grantee shall be relieved of all further obligations and liability hereunder as of the date of such agreement of assumption. Upon any such assignment in accordance with this Section 12, the term "Grantee" in this Agreement shall refer to the entity that is assigned the rights and obligations of Grantee hereunder.

## SECTION 13. FINANCING

(a) Financing Party. Grantee shall have the right to encumber its interest in this Agreement, the Renewable Energy Facility and all of Grantee's improvements located on the Easement Property by

mortgage, deed of trust, or similar instrument or instruments and by security agreement, fixture filing and financing statements or similar instrument or instruments (collectively, “**Security Agreements**”) in favor of any Person or Persons providing all or a portion of the financing for the Renewable Energy Facility or any Person or Persons providing a refinancing of any such financing or any trustee for such Person or Persons (each, a “**Financing Party**” and collectively “**Financing Parties**”). Notwithstanding the foregoing, no Security Agreement shall encumber or otherwise impact Owner’s ownership interest in and to the TOA Property, the Easement Property, or any other property of Grantor, and shall be limited only to Grantee’s interest in this Agreement, the Renewable Energy Facility, an Grantee’s improvements on the Easement Property, and any Security Agreement which purports to encumber or otherwise impact Grantor’s ownership interest in the Easement Area or any other property shall be automatically null and void.

(b) Rights of Financing Party. Grantee may from time to time provide or cause to be provided to Grantor the names and current addresses of one or more Financing Parties. In the event of a foreclosure or seizure of Grantee’s rights or property or the exercise of any other right under any security agreement granted by Grantee to a Financing Party, Grantor agrees to permit such Financing Party to exercise any and all rights of Grantee hereunder, so long as there are no existing uncured Grantee Defaults. Notwithstanding the cure periods provided for in Section 14(b) below, Grantor further agrees to give each Financing Party sixty (60) days’ prior written notice of and the opportunity to cure any Payment Default by Grantee and ninety (90) days’ prior written notice of and the opportunity to cure any Non-Payment Default by Grantee hereunder. In the event of a Non-Payment Default a reasonable further opportunity to cure such default shall be provided if weather or access to the Easement Property is physically difficult before Grantor exercises any rights or remedies against Grantee as a result of such Default. Grantor agrees to (i) accept any curative actions performed by a Financing Party for a Grantee Default as permitted by this Section 13(b), and (ii) execute any consent to assignment reasonably requested by any Financing Party to evidence and give effect to the provisions of this Section 13(b).

(c) Amendment of Agreement; Third Party Beneficiary. At Grantee’s request, and subject to the prior written approval of Owner, Grantor shall amend this Agreement to include any provision that may reasonably be requested by Grantee and/or an existing or proposed Financing Party, and shall execute or deliver such additional documents as may reasonably be required to evidence such Financing Party’s rights hereunder; *provided, however*, any that any such amendment not materially impair the rights or increase the burdens, risks, or obligations of Grantor or Owner under this Agreement, or extend the Term. Grantor and Owner shall be reimbursed for any reasonable costs, including reasonable attorney’s fees, incurred for the review of any amendments or new agreements requested by a Financing Party or Grantee. Further, Grantor shall, within thirty (30) days after receipt of written request from Grantee or any existing or proposed Financing Party, execute and deliver thereto a certificate to the effect that Grantor (i) recognizes a particular entity as a Financing Party under this Agreement and (ii) will accord to such entity all the rights and privileges of a Financing Party hereunder. All Financing Parties shall be deemed third party beneficiaries of the rights granted to Financing Parties under this Agreement.

#### SECTION 14. DEFAULT

(a) Default. If either Grantor or Grantee shall: (i) fail to perform any of its respective obligations under this Agreement; (ii) become bankrupt or insolvent, or file any debtor proceedings or take or have taken against it or them in any court pursuant to any statute either of the United States or of any state a petition for bankruptcy or insolvency for reorganization or for the appointment of a receiver or trustee of all or a portion of Grantor or Grantee’s property (or the property of any surety or guarantor) which shall not be removed within sixty (60) days of filing; (iii) make an assignment for the benefit of creditors or petition for or enter into an agreement for reorganization, composition, or any other arrangement with its creditors under any federal or state law now or hereafter enacted; or (iv) suffer this Agreement to be taken under any writ of execution or attachment (each, a “**Default**”), and such Default remains uncured following notice

and applicable cure periods provided below, as such cure periods may be extended for Financing Parties as provided under Section 13 if applicable, then the non-defaulting Party may, at its option, exercise any one or more of the following cumulative remedies:

- (1) with respect to any Non-Payment Default, cure such Non-Payment Default on the defaulting Party's behalf, in which case the defaulting Party shall reimburse the non-defaulting Party upon demand for all sums so expended by the non-defaulting Party in curing the Default;
- (2) with respect to any Non-Payment Default, exercise any and all remedies available to it at law or in equity, other than termination of this Agreement, including, without limitation, the right to enforce, by all proper and legal suits and other means, its rights hereunder, including seeking injunctive and other equitable relief (including specific performance) against the defaulting Party to prevent or eliminate such Non-Payment Default, and seeking collection of Actual Damages resulting from such Non-Payment Default; and/or
- (3) with respect to any Payment Default, exercise any and all remedies available to it at law or in equity described in the preceding clause (2), provided that the non-defaulting Party shall have the right to terminate this Agreement upon notice to the defaulting Party in conformity with the procedures required herein and by Applicable Laws.

As used herein, and notwithstanding any Applicable Laws now or hereafter providing to the contrary, the Parties expressly agree that "**Actual Damages**" incurred by Grantee resulting from any uncured Default by Grantor shall mean actual documented damages in addition to any reasonably foreseeable damages to Grantee including, without limitation, lost revenues in connection with the Renewable Energy Facility for the remainder of the Term (including lost revenues from the sale of electricity and Renewable Energy Attributes), the value of lost tax credits, all property depreciation penalties or recapture fees, and any fees, damages, and penalties under any agreement with a Financing Party or agreement for the sale of electricity or Renewable Energy Attributes.

(b) Notice and Opportunity to Cure. A Default by either Party hereunder may be either a Payment Default or a Non-Payment Default. A "**Payment Default**" shall mean the failure to make timely payments of a financial nature as provided herein and a "**Non-Payment Default**" shall mean any other Default. Each Party agrees that any notice of Default issued to the other Party shall set forth in reasonable detail the facts pertaining to such failure and specify a reasonable method of cure. Grantor also agrees that any notice of Default issued by Grantor hereunder shall simultaneously be delivered to all Financing Parties of Grantee of which Grantor has been notified. Any Party receiving notice of a Payment Default hereunder shall have the opportunity to cure said Payment Default within ten (10) days of receipt of notice thereof. Any Party receiving notice of a Non-Payment Default (other than a default under Section 16(a)(ii) or (iii) above for which no opportunity to cure is granted) shall have the opportunity to cure said Non-Payment Default within thirty (30) days of receipt of notice thereof hereunder or, in the event that a cure might take longer than thirty (30) days because of the nature of the Non-Payment Default, the Party in receipt of the notice of Non-Payment Default shall notify the non-defaulting Party of the anticipated date for curing of the Non-Payment Default and shall begin to diligently undertake the cure within the thirty (30) day period and diligently pursues the same to completion, but in any event not more than ninety (90) days from the date of receipt of notice of such Non-Payment Default.

(c) Grantee's Right to Offset. In the event of a Payment Default by Grantor, Grantee may, in addition to exercising its other rights and remedies hereunder, in equity and under Applicable Law, offset

against any amounts owing to Grantor hereunder any amounts paid by Grantee to cure such Payment Default of Grantor together with interest thereon at the Interest Rate.

#### SECTION 15. SUBORDINATION TO MORTGAGE

(a) Subordination. This Agreement shall be subject and subordinate at all times to any mortgage(s), deeds of trust and the lien resulting from any other method of financing or refinancing which now or subsequently are recorded against or affect the TOA Property or the Easement Property, and to all renewals, modifications, consolidations, participations, replacements and extensions thereof (collectively, “**Grantor Mortgages**”) provided that the holder of each and every such Grantor Mortgage (each, a “**Grantor Mortgagee**”) has executed and delivered to Grantee and its Financing Parties (as defined below) a subordination, nondisturbance and attornment agreement, in recordable form and in form and substance reasonably satisfactory to Grantee, its Financing Parties and their respective counsel (each, an “**SNDA**”), to be recorded against the TOA Property, under the terms of which each such Grantor Mortgagee covenants and agrees to and with Grantee and its Financing Parties (i) not to disturb Grantee or its Financing Parties in their possession of the Easement Property or in the enjoyment of their rights hereunder, except as may be permitted under the terms hereof following a default by Grantee hereunder, and (ii) to notify Grantee and its Financing Parties of any defaults by Grantor in the performance of its obligations secured by the Grantor Mortgage, and (iii) to provide Grantee and its Financing Parties a reasonable period of time after their receipt of notice of Grantor’s default to cure said default (which period shall be not less than thirty (30) days in the event of payment defaults and 60 days in event of non-payment defaults, and which period shall be extended if default cannot reasonably be cured within a sixty (60) day period, provided Grantee or its Financing Parties have promptly commenced and are diligently performing actions to cure the default), before exercising any rights to foreclose upon or otherwise take ownership of the Easement Property, and (iv) that such Grantor Mortgagee has no interest in the Renewable Energy Facility or the Renewable Energy Attributes and shall not gain any interest in the Renewable Energy Facility or the Renewable Energy Attributes by virtue of the exercise of its rights under the Grantor Mortgage or Grantee’s performance or breach of this Agreement. Each such SNDA shall also stipulate that Grantee attorns to the Grantor Mortgagee executing such SNDA. Grantor shall deliver to Grantee on or prior to the Effective Date an SNDA from each Grantor Mortgagee holding a Grantor Mortgage recorded against TOA Property on and as of the Effective Date to be recorded together with the Notice of Agreement (as defined below), and following the Effective Date Grantor shall deliver to Grantee an SNDA from each and every Grantor Mortgagee that holds a Grantor Mortgage to be recorded against TOA Property on or after the Effective Date, to be recorded against TOA Property simultaneously with the recording of each such Grantor Mortgage.

(b) Estoppel Certificate. Grantor and Grantee shall each, within ten (10) days after receipt of a written request from the other, execute and deliver a commercially reasonable form of estoppel certificate in favor of a Grantor Mortgagee, a Financing Party (as defined below), a prospective purchaser of the Renewable Energy Facility, the Easement Property or the TOA Property, or such other party as may commonly request same, which estoppel certificate may include a certification as to the status of this Agreement and the existence of any defaults hereunder.

#### SECTION 16. NOTICES

All notices or communications given in connection with this Agreement shall be given in writing and shall be delivered in person or sent by nationally recognized overnight courier to the addresses for the parties set forth below and shall be deemed given when sent, if delivered in person, or 24 hours after having been delivered to an overnight courier, if sent by such courier. Notices may also be sent by email to the email addresses for the parties set forth below, provided the sending party receives a confirmation that the email has been completely transmitted without error (auto-responses shall not comply). Emails received on any

day that is not a business day, or after 5:00 p.m. local time on a business day, shall be deemed to have been delivered on the next business day. Any Party may change its address for notice purposes by giving written notice of such change to the other Party in the manner provided in this section.

OWNER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn:  
Email:

GRANTOR: Pasha Automotive Services  
1309 Bay Marina Drive  
National City, CA 91950  
Attn: Vince Magers  
Email: vince\_magers@pashanet.com

With a copy (which shall not constitute notice) to:  
The Pasha Group  
4040 Civic Center Drive, Suite 350  
San Rafael, CA 94903  
Attn: Michael Johnson  
Email: legal@pashanet.com

GRANTEE: Catalyze National City Terminal Avenue Microgrid, LLC  
c/o Catalyze GBH Developer, LLC  
800 Gessner Rd, Suite 8700  
Houston, TX 77024  
Attn: Legal  
Email: notices@catalyze.com

With a copy to any Financing Party of whom Grantor has received notice and to whom notice is required under this Agreement.

SECTION 17. FORCE MAJEURE.

(a) Performance Excused by Force Majeure. To the extent a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement, and such Party gives notice and details of the Force Majeure to the other Party as soon as practicable (but in any event no longer than five (5) business days after the Force Majeure first prevents performance by such Party), then the Party affected by the Force Majeure will be excused from the performance of such obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to Grantor’s performance of its obligations) during the time period such affected Party is unable or prevented from performance of its obligations as a result of Force Majeure; *provided, however*, that such affected Party shall use commercially reasonable efforts to eliminate or avoid the Force Majeure and resume performing its obligations; *provided further* that Grantee is not required to settle any strikes, lockouts or similar disputes except on terms acceptable to Grantee in its sole discretion. During the period in which, and to the extent that, obligations of a Party are excused by Force Majeure, the other Party will not be required to perform or resume performance of its obligations corresponding to the obligations of the Party whose performance is excused by Force Majeure.

(b) Termination Due to Force Majeure. In the event of a Force Majeure that prevents, in whole or in material part, the performance of Grantee for a period of twelve (12) consecutive calendar months (or longer),

either Party may, upon thirty (30) days' written notice to the other Party, terminate this Agreement, whereupon the Parties shall each discharge by performance all obligations due to the other Party that arose up to such termination date, and the Parties shall have no further obligations hereunder except for the Decommissioning Obligations and except those which by their terms survive expiration or termination of this Agreement.

#### SECTION 18. MISCELLANEOUS PROVISIONS

(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its choice or conflict of law provisions.

(b) Recordation. The Parties agree that this Agreement shall not be recorded, but the Parties shall, at Grantee's request, execute and record a memorandum of this Agreement with the applicable land records in the jurisdiction in which the TOA Property is located, which memorandum shall contain a reference to the easements and covenants granted by Grantor to Grantee hereunder and shall otherwise be in form and content reasonably acceptable to Grantee. Recordation of the memorandum shall be at Grantee's expense.

(c) No Implied Waiver. The failure of either Party to insist at any time upon the strict performance of any covenant or agreement herein or to exercise any option, right, power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future. Furthermore, no waiver by a Party of performance of any of the other Party's covenants and obligations hereunder shall be effective unless delivered in a written instrument signed by the waiving Party, its representatives or legal counsel.

(d) Personal Liability. In no event shall either Party be liable to the other Party for any special, punitive, incidental, indirect or consequential damages that arise out of, relate to, or are otherwise attributable to this Agreement or the performance or non-performance of the Parties' respective duties and obligations hereunder, whether arising in contract, indemnity, warranty, tort, negligence, strict liability, or otherwise. The Parties expressly agree that Actual Damages incurred by Grantee as a result of an uncured Default by Grantor shall not, under any circumstance, be deemed to be special, incidental, indirect, or consequential damages, notwithstanding any Applicable Laws, the application of which do or may otherwise provide to the contrary.

(e) Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance will, to any extent, be invalid or unenforceable as determined by a final order, verdict or judgment of a court with competent jurisdiction, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by Law.

(f) No Assurance as to Development. Grantor hereby agrees and acknowledges that the Grantee makes no representations, warranties, commitments or guarantees of any kind as to the likelihood of the Grantee's successfully developing, financing and/or constructing a Renewable Energy Facility on the Easement Property and the Grantor's receiving the Agreement Payment hereunder.

(g) Further Assurances. Upon the receipt of a written request from the other Party, or a Financing Party, each Party shall execute such additional documents, instruments and assurances and take such additional actions as are reasonably necessary to carry out the terms and intent hereof. Neither Party

shall unreasonably withhold, condition or delay its compliance with any reasonable request made pursuant to this Section.

(h) Entire Agreement. This Agreement embodies the entire agreement between the Parties hereto with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the Parties hereto with regard thereto other than those specifically set forth herein. Any modifications or amendments to this Agreement shall not be effective unless set forth in a written instrument signed by the Parties.

(i) Third Party Beneficiaries. The Parties agree and acknowledge that Owner and Grantee's Financing Parties are the only express third party beneficiaries of all of the rights of Owner and of Financing Parties, respectively, under this Agreement, and all such rights shall be directly enforceable by Owner and Financing Parties, as applicable. There are no other third-party beneficiaries except as expressly provided herein with respect to Owner and Grantee's Financing Parties.

(j) Survival. In addition to the specific survival provisions in this Agreement, the Parties agree that the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement to the extent necessary for the enforcement of the Parties' rights and obligations and the third party beneficiaries' rights.

*[Signature Pages Follow]*

*[Grantor Signature Page to Renewable Energy Easement Agreement]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

**GRANTOR:**

**PASHA AUTOMOTIVE SERVICES**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



*[Grantee Signature Page to Renewable Energy Easement Agreement]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date set forth above.

**GRANTEE:**

**CATALYZE NATIONAL CITY TERMINAL  
AVENUE MICROGRID, LLC**

By: Catalyze GBH Developer, LLC  
Its: Sole member

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Owner Consent to Renewable Energy Easement Agreement]*

IN WITNESS WHEREOF, the undersigned Owner hereby consents to the terms and conditions of the Agreement as the lawful fee owner of the affected property and as third party beneficiary of all rights of Owner hereunder, with the understanding and on the condition that by providing such consent Owner is not a “Party” hereunder, incurs no obligations or liabilities hereunder, and makes not representation or warranty hereunder.

**OWNER:**

San Diego Unified Port District

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# EXHIBIT A

## Renewable Energy Facility Site Plan



- SHEET NOTES**
1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL UNDERGROUND UTILITIES MARKED PRIOR TO CONSTRUCTION.
  2. CONNECTORS SHALL BE BY THE SAME MANUFACTURER AS THOSE ON THE MODULES.
  3. CONDUIT RINGS SHALL BE INCLUSIVE OF PULL AND CONVEY CHAIN AND TERMINATION. CONTRACTOR TO PROVIDE BEST PRACTICE FOR PULL CONDITIONS. RING QUALITY SHALL BE APPROVED WITH CONTRACTOR THE SUPERVISOR PRIOR TO INSTALLATION.
  4. CONTRACTOR SHALL ENSURE THE EXACT CODE NUMBER OF THE PROVIDED HOWE RUN WIRE MEETS CONDUIT SPECIFICATIONS.
  5. ALL DIMENSIONS ARE FOR REFERENCE ONLY. PLEASE REFER TO MANUFACTURERS DRAWINGS TO VERIFY ALL DIMENSIONS. ALL DIMENSIONS SHOWN ON THIS SHEET ARE TYPICAL TO THE NEAREST 1/8\"/>

**OVERALL SITE PLAN**  
 SCALE: 1\"/>

**EXHIBIT B****Purchase Price Schedule**

Option Purchase Date	Purchase Price
End of Contract Year 6 of the Term	\$4,169,672
End of Contract Year 10 of the Term	\$4,201,565
End of Contract Year 15 of the Term	\$3,959,557
End of Contract Year 20 of the Term	\$3,341,230
End of Contract Year 25 of the Term	\$2,149,758

**EXHIBIT C**

**Master Easement**

See redacted copy attached.

**DRAFT**

**SAN DIEGO UNIFIED PORT DISTRICT**

**ORDINANCE xxxx**

**ORDINANCE (1) GRANTING AN EASEMENT IN SUBSTANTIAL FORM TO PASHA AUTOMOTIVE SERVICES FOR INSTALLATION AND OPERATION OF SOLAR IMPROVEMENTS AT THE NATIONAL CITY MARINE TERMINAL WAREHOUSE 24-B IN NATIONAL CITY AND (2) CONSENTING TO THE SUB-EASEMENT FROM PASHA AUTOMOTIVE SERVICES TO CATALYZE NATIONAL CITY TERMINAL AVENUE MICROGRID, LLC IN SUBSTANTIAL FORM FOR THE INSTALLATION AND OPERATION OF SOLAR IMPROVEMENTS AT THE NATIONAL CITY MARINE TERMINAL WAREHOUSE 24-B IN NATIONAL CITY**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix I (Port Act); and

**WHEREAS**, Section 87(b) of the Port Act grants authority to the District to grant leases or franchises on and privileges in the tidelands or submerged lands, or parts thereof, for limited periods, not exceeding 66 years, for purposes consistent with the trusts upon which those lands are held, by the State of California; and

**WHEREAS**, Section 21 of the Port Act requires that all grants, franchises, leases, permits, or privileges for more than five (5) years shall be made by ordinance; and

**WHEREAS**, Pasha Automotive Services (Pasha) operates the District's National City Marine Terminal (NCMT) under a Terminal Operator Agreement (TOA) for the import, export, handling and storage of vehicles and other cargo, which commenced January 1, 2011 and includes an initial 10-year term with four, five-year options to extend, with a termination date of December 31, 2040 if all options are exercised; and

**WHEREAS**, the TOA grants Pasha the use of approximately 115 acres of land including three warehouses: Warehouse 24-1, Warehouse 24-A, and Warehouse 24-B. Warehouse 24-B, the subject of this Board action, is approximately 194,216 square feet in size (Attachment A – Location Map); and

XXXX

**WHEREAS**, Pasha has proposed to install, maintain, and operate solar panels, electrical conduit, and related equipment (Solar Improvements) on the roof of Warehouse 24-B to satisfy Pasha's "2030 Reduction Requirement" from Mitigation Measure MM-GHG-6 of the Final EIR for the "National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment" certified by the Board in September 2016 (Tank Farm EIR); and

**WHEREAS**, staff has negotiated a new easement with Pasha in the form attached as Attachment B to the Agenda Sheet to which this Ordinance relates to grant Pasha the necessary rights to install and operate the Solar Improvements on the roof of Warehouse 24-B (Easement) that would be coterminous with the TOA; and

**WHEREAS**, as authorized under the Easement, Pasha would execute a sub-easement (Sub-Easement) with the solar provider, Catalyze National City Terminal Avenue Microgrid, LLC (Catalyze), who would be responsible for the financing, installation, and operation of the Solar Improvements, and Pasha would purchase the power produced by the Solar Improvements through Power Purchase Agreement with Catalyze; and

**WHEREAS**, the proposed arrangement would create a new renewable energy source for NCMT, help the District achieve its climate goals, and transfer maintenance obligations of the roof of Warehouse 24-B to Pasha (which would reduce District expenses), and therefore staff recommends the Board adopt an ordinance granting the Easement to Pasha and consenting to the Sub-Easement between Pasha and Catalyze in substantially the form attached as Attachment C to the Agenda sheet to which this Ordinance relates; and

**WHEREAS**, the proposed actions, including without limitation granting the Easement to Pasha for installation and operation of the Solar Improvements and consenting to the Sub-Easement from Pasha to Catalyze, were adequately analyzed in the Final Environmental Impact Report (FEIR) for the National City Marine Terminal Tank Farm Paving and Street Closures Project & Port Master Plan Amendment (UPD #EIR-2014-188; SCH #2014121046, Clerk Document No. 65738) prepared and certified by the District on September 8, 2016 (Resolution No. 2016-140); and

**WHEREAS**, the proposed project is not a separate project for California Environmental Quality Act (CEQA) purposes but is a subsequent discretionary approval related to a previously approved project, and pursuant to CEQA Guidelines Sections 15162 and 15163, and based on the review of the entire record, including without limitation, the FEIR, the proposed actions do not require further environmental review as: 1) no substantial changes are proposed to the project and no substantial changes have occurred that require major revisions to the previous FEIR due to the involvement of new significant environmental effects or an increase in severity of previously identified significant effects; and 2) no new

XXXX

information of substantial importance has come to light that (a) shows the project will have one or more significant effects not discussed in the previous FEIR, (b) identifies significant impacts more severe than those analyzed in the previous FEIR, (c) shows that mitigation measures or alternatives are now feasible that were identified as infeasible and those mitigation measures or alternatives would reduce significant impacts, or (d) shows mitigation measures or alternatives which are considerably different from those analyzed in the previous FEIR would substantially reduce one or more significant effects on the environment; and

**WHEREAS**, the proposed actions comply with Section 87 of the Port Act which allows for all visitor-serving commercial and industrial uses and purposes, and the construction, reconstruction, repair, and maintenance of commercial and industrial buildings, plants, and facilities, and are consistent with the Public Trust Doctrine; and

**WHEREAS**, the proposed Board actions are considered excluded development pursuant to Sections 8.a (Existing Facilities) and 8.c (New Construction or Conversion of Small Structures) of the District's Coastal Development Permit Regulations because the project would consist of the implementation and installation of MM-GHG-6 of the FEIR, which would involve negligible expansion of use beyond that previously existing and negligible change of existing use of the property; and

**NOW, THEREFORE**, the Board of Port Commissioners of the San Diego Unified Port District (Board) does ordain as follows:

1. The Board finds that the facts recited above are true and further finds that the Board has jurisdiction to consider, approve, and adopt the subject of this Ordinance.

2. Based on the entire record available to the Board and the findings set forth in this Ordinance, the Executive Director or their designated representative is hereby authorized to administratively approve and execute the Easement to Pasha for the Solar Improvements in substantially the form attached as Attachment B to the Agenda Sheet to which this Ordinance relates, and consents to the Sub-Easement between Pasha and Catalyze in substantially the form attached as Attachment C to the Agenda Sheet to which this Ordinance relates, and the Executive Director or their designated representative is hereby authorized to administratively approve and execute the Sub-Easement for purposes of consenting to the Sub-Easement on behalf of the District.

3. This Ordinance shall take effect on the 31<sup>st</sup> day from its passage by the Board of Port Commissioners.



XXXX

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy General Counsel

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11th day of February 2025, by the following vote:

**FILE NUMBER: 2025-051**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Update on the Airport Transit Connection**

**DESCRIPTION: Informational Update on the Airport Transit Connection by San Diego Association of Governments Staff**

**EXECUTIVE SUMMARY:**

San Diego Association of Governments (SANDAG) staff will present an update on the advanced planning and outreach for the Airport Transit Connection (ATC) project, which would create a direct link between the San Diego International Airport (“airport”) and the regional transit system.

**RECOMMENDATION:**

This is an informational update, and no action will be taken.

**FISCAL IMPACT:**

There is no fiscal impact.

**COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal.

- A Port with a comprehensive vision for Port land and water uses integrated to regional plans.

**DISCUSSION:**

SANDAG staff will present information on the advanced planning work currently underway to evaluate which Airport Transit Connection (ATC) concepts are the most feasible and the best fit for the San Diego region prior to commencing environmental analysis.

The informational presentation, which is provided as Attachment A to this agenda sheet, will discuss SANDAG ongoing and upcoming work efforts on the ATC concepts, as follows:

- An airport travel survey was launched in fall 2024 to collect post-pandemic data on travel habits to and from the airport from San Diego County residents, tourists, and airport employees. The survey is key to updating the transportation model and informing the ATC planning process.
- Staff are updating ATC Trolley concept features in coordination with local partner agencies. This includes determining if frequency better than 15 minutes can be

achieved while reducing the time the Trolley operates at-grade in one of the most congested parts of Downtown San Diego between the airport and Santa Fe Depot.

- SANDAG staff have also developed an approach to significantly pare down the number of ATC concepts before commencing environmental analysis. A mix of metrics, including transit connectivity, access, infrastructure requirements, and updated costs, will be evaluated along with stakeholder input as part of this process.
- A public engagement strategy will be carried out next year to seek input on the ATC planning pare down process.
- Additionally, near-term strategies for enhancing bus and shuttle connections are being developed. These could include more frequent service from Downtown San Diego and Old Town to the airport. Transit priority treatments for these services could also be implemented so that Metropolitan Transit System (MTS) Route 992 (runs between Santa Fe Depot and the airport), the San Diego Flyer (runs between Old Town Transit Center and the airport), and other shuttle services could benefit. This would ensure better transit options to the airport are available sooner, while supporting the airport's Terminal 1 expansion.

SANDAG staff will consider input received throughout the ATC planning process to identify which ATC concepts advance to environmental review. Environmental review for the selected ATC concepts is anticipated to commence in fall 2025. SANDAG staff will continue to collaborate with stakeholders, including the District, and state and federal funding partners to ensure the proposed ATC best meets the needs of the San Diego region and is highly competitive for state and federal funding.

### **General Counsel's Comments:**

The Office of the General Counsel has reviewed this staff report as presented and approves it as to form and legality.

### **Environmental Review:**

This presentation from SANDAG staff regarding the ATC, does not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because no direct or indirect changes to the physical environment would occur. CEQA requires that the District adequately assess the environmental impacts of projects and reasonably foreseeable activities that may result from projects prior to the approval of the same. Any project that is developed related to this presentation requiring the District or the Board's discretionary approval resulting in a physical change to the environment would be analyzed in accordance with CEQA prior to such approval. CEQA review may result in the District, in its sole and absolute discretion, requiring implementation of mitigation measures, adopting an alternative, including without limitation, a "no project alternative" or adopting a Statement of Overriding Consideration,

if required. The exercise of this discretion is in no way limited by any Board direction from this informational presentation. Therefore, no further CEQA review is required.

In addition, this presentation complies with Section 35 of the Port Act which allows the Board to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, any Board direction related to this presentation is consistent with the Public Trust Doctrine.

Finally, this presentation does not allow for development, as defined in Section 3010 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit (CDP) Regulations because there will not be, without limitation, a physical change, change in use or increase in intensity of uses. Therefore, issuance of a CDP or an exclusion is not required. However, development within the District requires processing under the District's CDP Regulations. Future development would remain subject to its own independent review pursuant to the District's certified CDP Regulations, Port Master Plan (PMP), and the relevant chapter(s) of the Coastal Act. The exercise of the District's discretion under the District's CDP Regulations is in no way limited by any Board direction related to this presentation.

#### **Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

#### **PREPARED BY:**

Lisa Madsen  
Senior Planner, Planning

Lesley Nishihira  
Assistant Vice President, Planning

Attachment:

Attachment A: Draft Presentation from SANDAG regarding Airport Transit Connection



# Airport Transit Connection Update

## Port of San Diego - Board of Port Commissioners

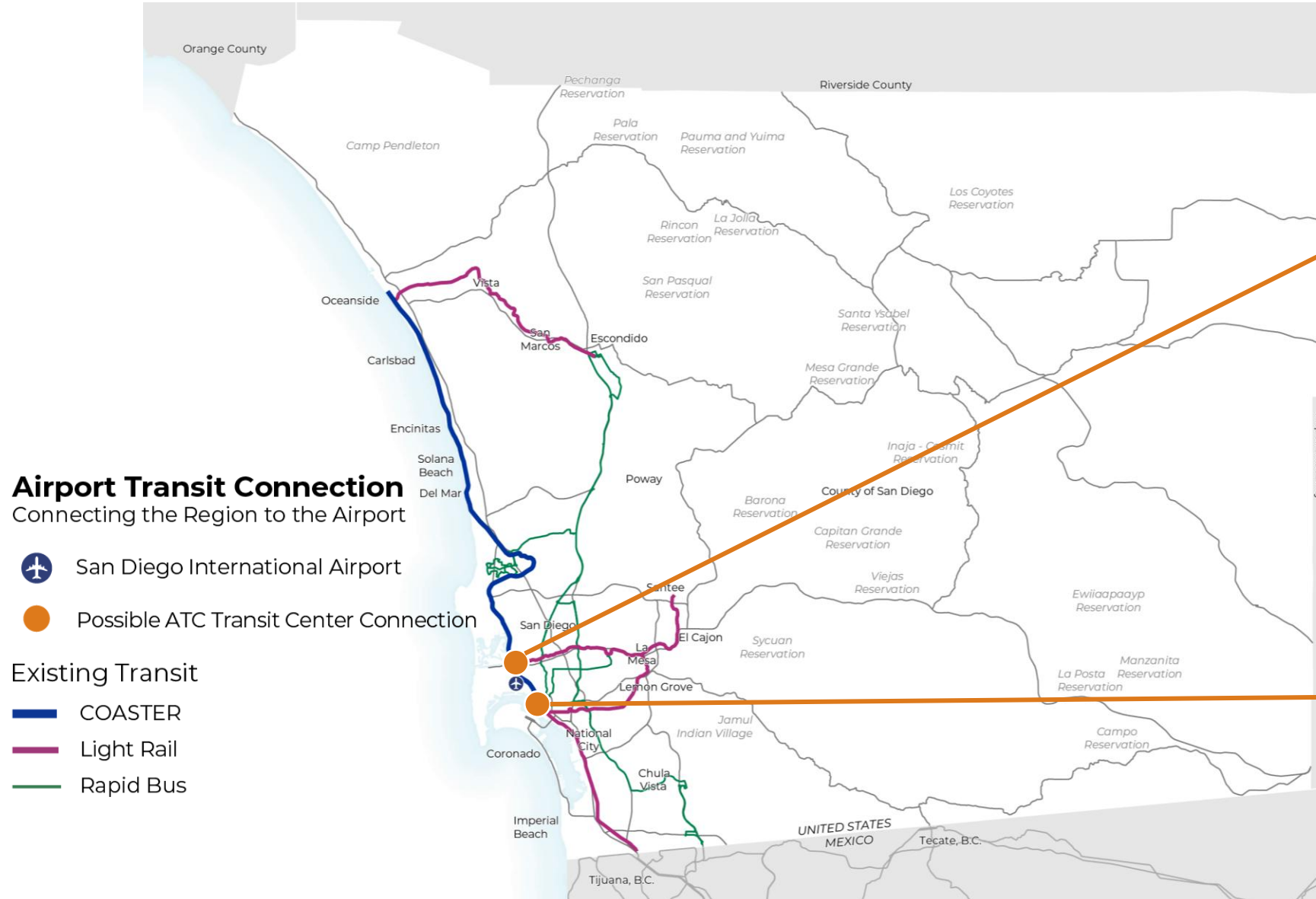
Marisa Mangan | Senior Regional Planner  
February 11, 2025

# Airport Transit Connection



# Regional Level Considerations

## Connecting to Existing Regional Rail Network



Old Town Transit Center



Santa Fe Depot



# Airport Transit Connection - Modes Considered



**Automated  
People Mover**



**Light Rail Trolley  
Extension**



**Enhanced  
Bus Service**



# Automated People Mover Concepts

Five people mover concepts with 13 total variations



# Trolley Concept Updates

- Concept 6a – Operational modeling in process
- Concept 6b – Trench extension concept variation added

## AIRPORT TRANSIT CONNECTION Concept 6: Light Rail Trolley Extension

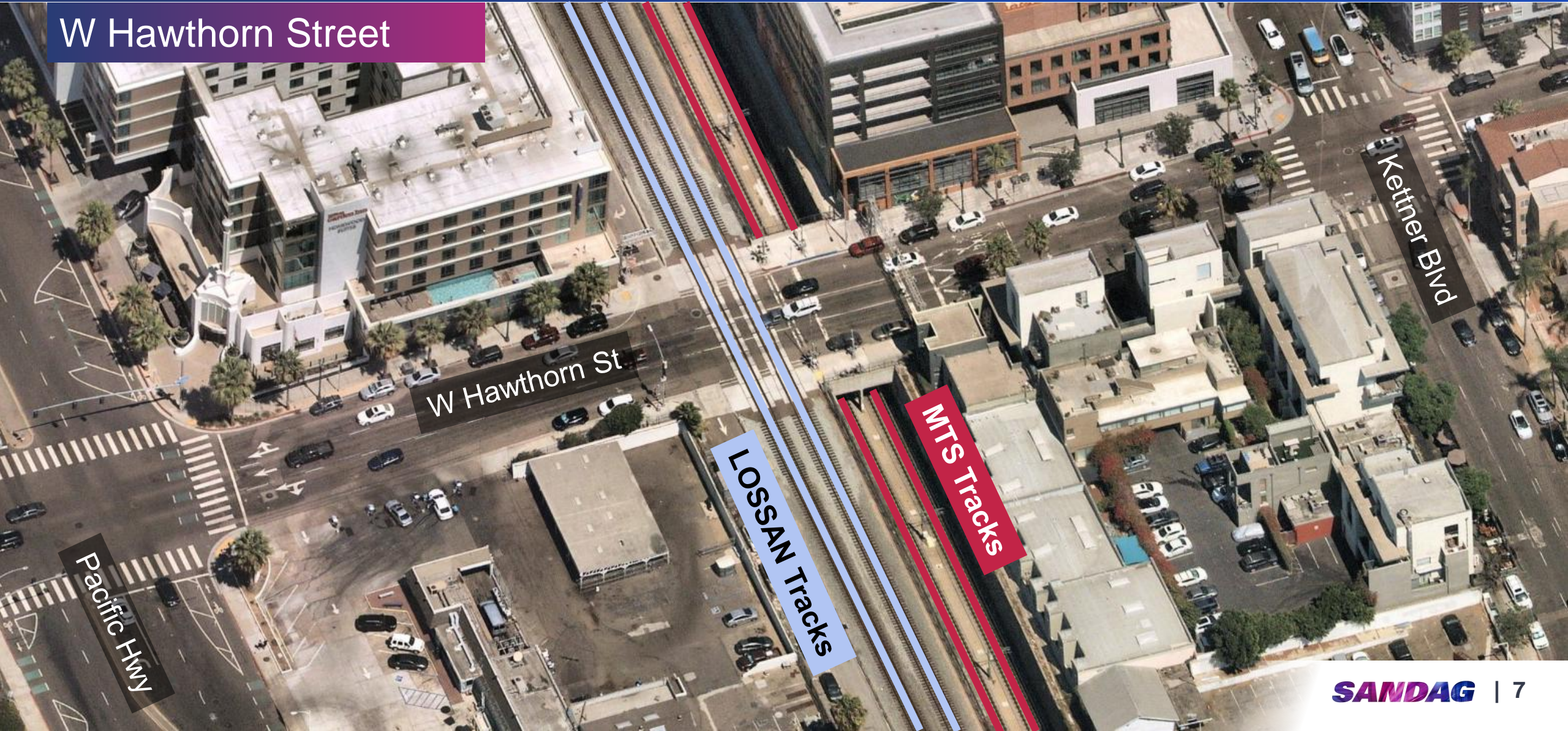


\*The location of the County Center/Little Italy Station is still being evaluated for Trolley Concept 6b.

# Trolley Concept Updates

## W Hawthorn Street & W Ash Street Existing Conditions

W Hawthorn Street



W Hawthorn St

Kettner Blvd

Pacific Hwy

LOSAN Tracks

MTS Tracks

# Trolley Concept Updates

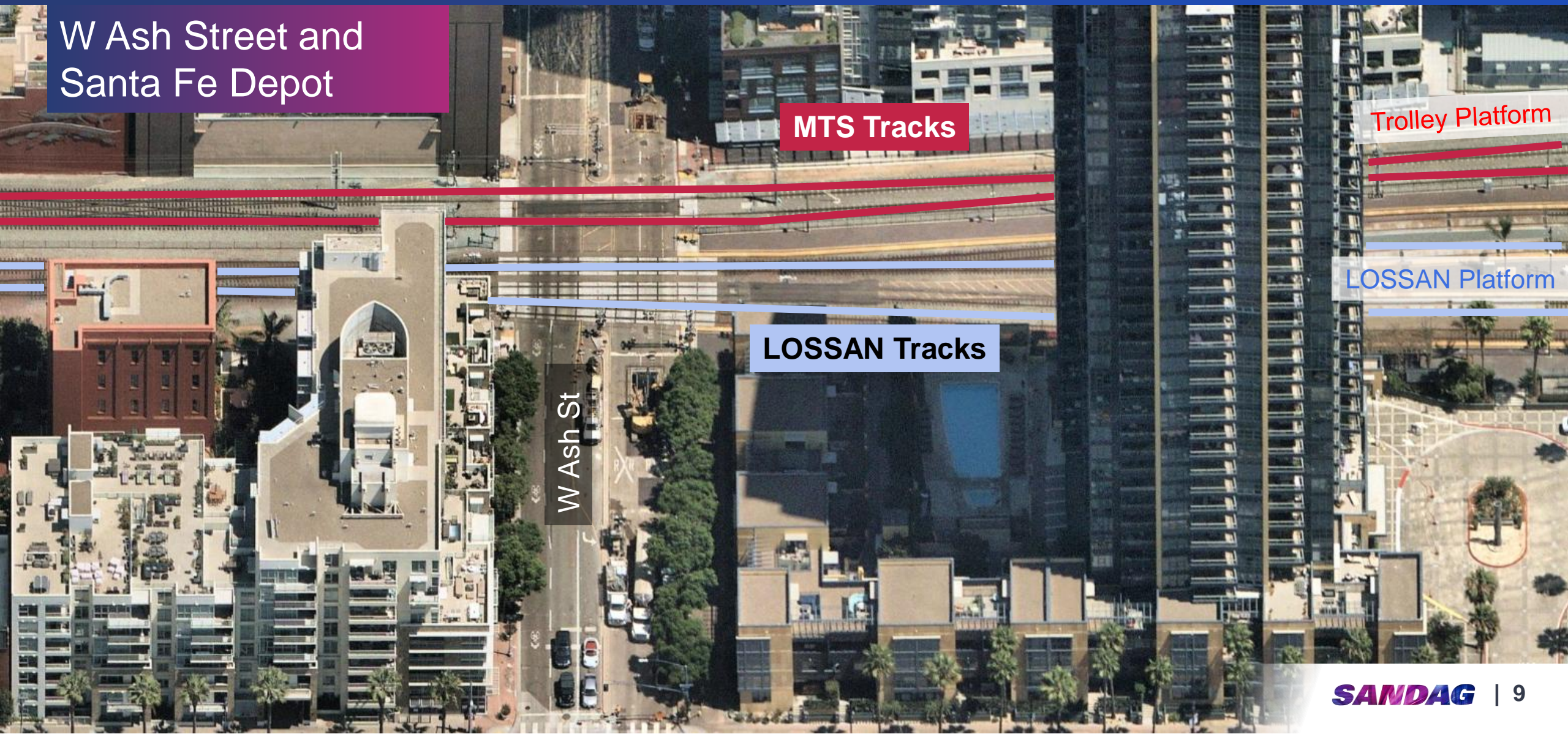
## W Hawthorn Street & W Ash Street View

### W Hawthorn Street



# Trolley Concept Updates

## W Hawthorn Street & W Ash Street Existing Conditions



W Ash Street and Santa Fe Depot

MTS Tracks

Trolley Platform

LOSSAN Platform

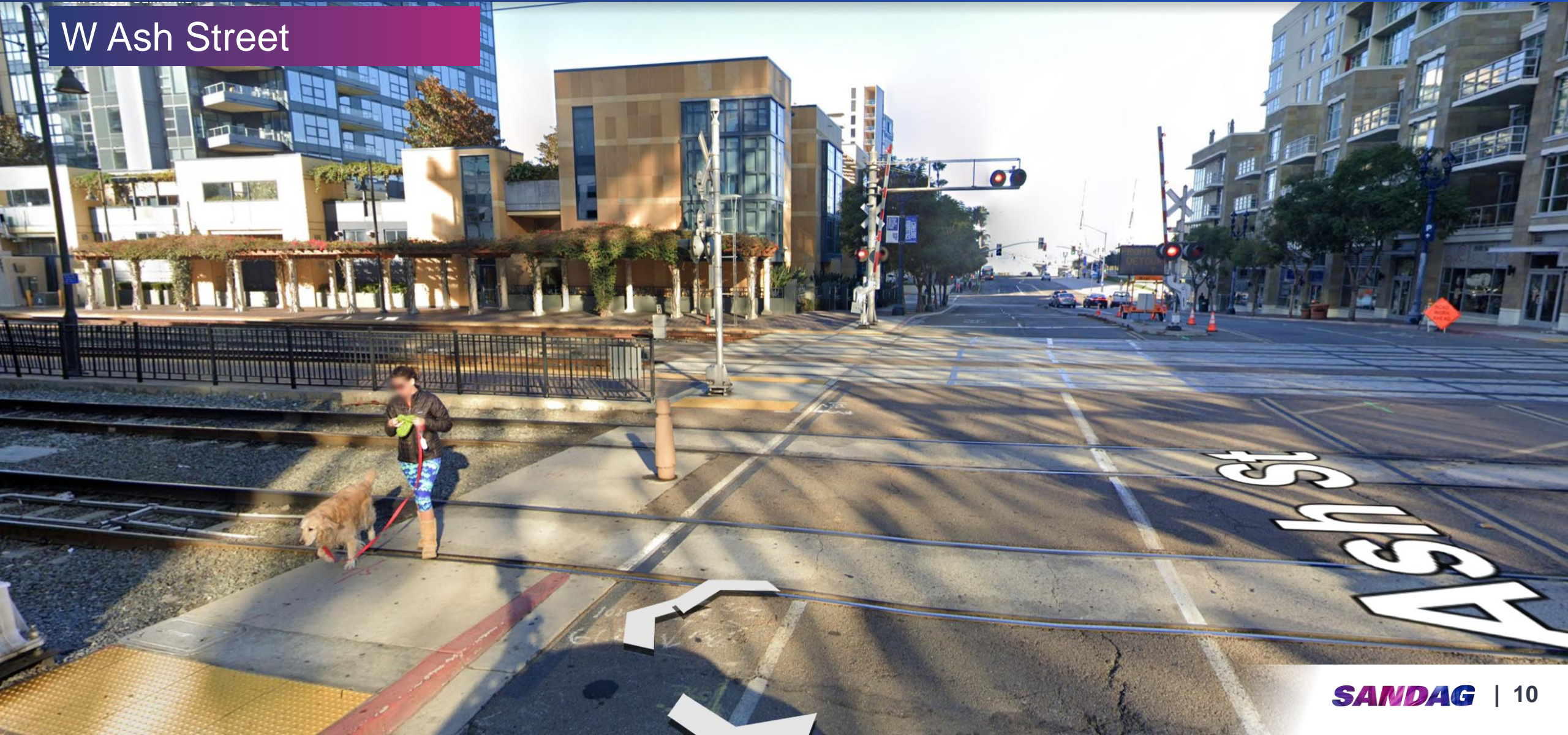
LOSSAN Tracks

W Ash St

# Trolley Concept Updates

## W Hawthorn Street & W Ash Street View

W Ash Street



# Enhanced Bus Opportunities

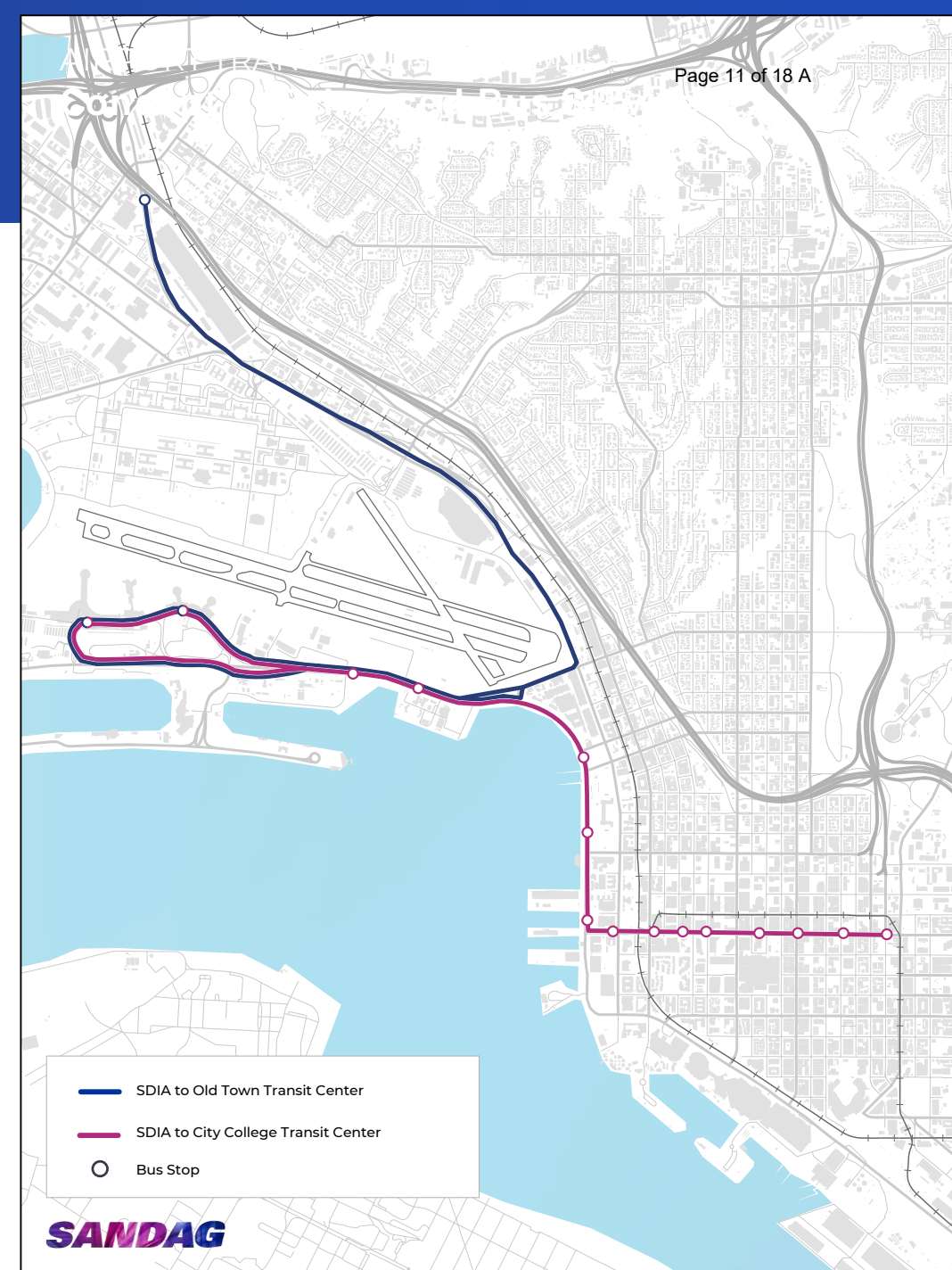
## Proposed Approach

- **Near-Term**

- Terminal 1-Phase 1A opening
- Work with MTS and SDCRAA to increase Route 992 and San Diego Flyer frequency

- **Mid-Term**

- Terminal 1-Phase 1B opening
- Implement bus priority solutions between airport, Downtown, and Old Town
- Interim strategy prior to ATC rail connection



## Proposed Pare Down Approach for Rail

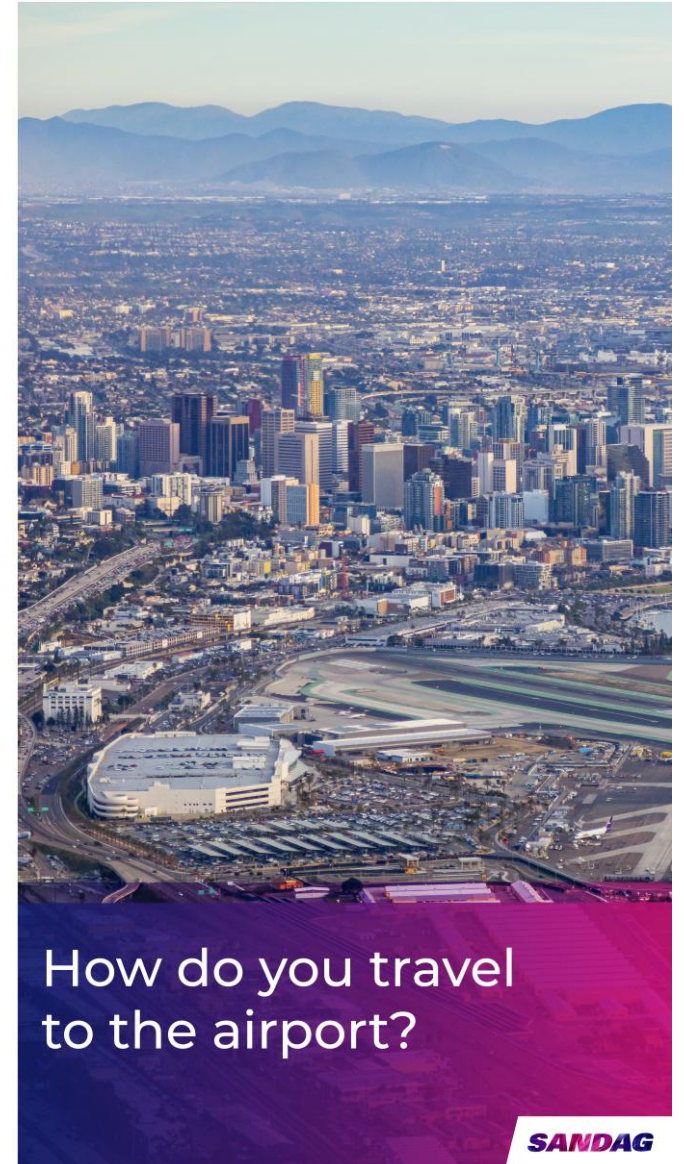
- Eliminate two people mover concept variations that require either new heavy rail platform or direct access ramp in Middletown
- Evaluate 13 remaining ATC rail concept variations based on a variety of termini and station access metrics including airport travel survey results
- Assess south-leg only people mover options, consider infrastructure requirements for all variations, and update costs to 2024 dollars
- Reduce to a smaller, refined set of concepts that advance to environmental review



# Airport Travel Survey

Fall 2024

- Collected post-pandemic data on how residents, visitors, and employees travel to/from the airport.
- ~4,500 survey responses collected at SDIA terminals and onboard shuttles/buses
  - Intercept/face-to-face interviews (~3,900 responses)
  - Online, self-administered survey (~600 responses)
- Survey data will update the SANDAG transportation model and inform the ATC planning process



How do you travel  
to the airport?

# Intercept Survey

## Preliminary Insights\*

### Survey Period

October 4-  
October 18

### Survey Responses

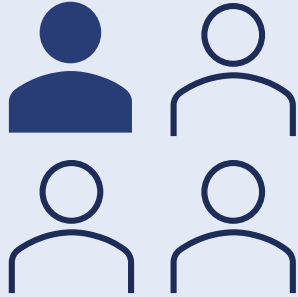


Collected  
**3,900**

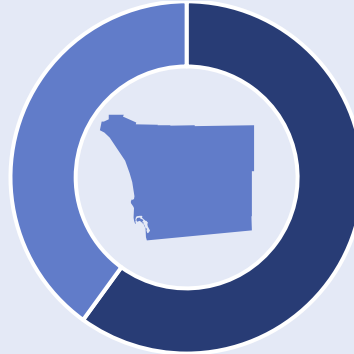


Goal  
**3,450**

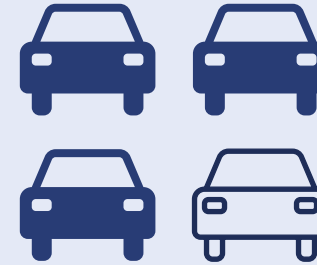
### Survey Respondents: Residents, Employees, Visitors



~1 in 4 were  
**interested** in the  
optional survey



~60% **visitor** &  
40% San Diego  
County **resident**



Nearly **75% drove themselves** or  
**were dropped off**  
by someone or a  
taxi/TNC



**99% of sampling goal** for San Diego  
Flyer and MTS route  
992 riders achieved

### Approximate Breakdown of Trip Purposes



~70% Non-Business/Personal



~30% Business/Work-Related

\*All results are provisional and subject to change

# Stakeholder Engagement Outlook

Fall 2024–Fall 2025

## Continued collaboration with partner agencies

- Regular project planning and public affairs touchpoints
- Joint partner agency workshop
- Partner agency board updates

## Public outreach

- Regional and urban core perspectives
- Stakeholder meetings
- In-person and online activities
- Environmental public scoping meetings



# Partner Agency Board Discussion Highlights

- Overall support for connecting to existing regional transit hubs
- Partner agency collaboration on near-term solutions
- Practical pare down approach for the ATC rail options
- Well-rounded public engagement approach
- Peer agency research and current practices
- Acknowledge each mode has opportunities and challenges

## Spring–Summer 2025

- Publish airport travel survey report
- Update model with airport travel survey data
- Partner agency pare down workshop
- Public input: regional & urban core perspectives
- Start mid-term enhanced bus assessment

## Fall–Winter 2024

- Complete airport travel survey and analyze data
- Trolley concept refinements
- ATC concept variation pare down
- Near-term enhanced bus assessment
- Update Board, Transportation Committee, Working Groups

## Fall–Winter 2025

- Release notice of preparation (NOP) and begin CEQA process
- Hold public scoping meeting(s)
- Implement near-term enhanced bus service
- Continue mid-term enhanced bus assessment

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-  Send us an email  
[atc@sandag.org](mailto:atc@sandag.org)

**FILE NUMBER: 2025-057**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Adopt a Policy on Low Carbon Fuel Standard Program.**

**DESCRIPTION: A. INFORMATIONAL UPDATE ON SAN DIEGO UNIFIED PORT DISTRICT'S LOW CARBON FUEL STANDARD PROGRAM B. RESOLUTION ADOPTING BOARD OF PORT COMMISSIONERS POLICY NO. 784, LOW CARBON FUEL STANDARD PROGRAM**

**EXECUTIVE SUMMARY:**

The California Air Resources Board created the Low Carbon Fuel Standard (LCFS) in 2012 as a means to reduce the carbon intensity of transportation fuels. It was focused on vehicles and later expanded to include ocean going vessels in 2019 at which time the District opted in to the program. The District benefits as a seller of LCFS credits when it uses electric shore power instead of diesel fuel to power ships at berth. The District also invited tenants to join the program and utilize the legal infrastructure it created. This Board of Port Commissioners (Board) Policy memorializes the program and explains the various processes that are followed.

**RECOMMENDATION:**

Adopt a resolution adopting Board of Port Commissioners Policy No. 784, Low Carbon Fuel Standard Program.

**FISCAL IMPACT:**

The District and its partners can earn about \$10 million per year in aggregate, after expenses, of which \$1.4 million goes to the District. This varies significantly depending on the price of credits in the market. The funds can be used to pay for all or part of various electrification projects.

**COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goal(s).

- A Port that the public understands and trusts.
- A thriving and modern maritime seaport.
- A financially sustainable Port that drives job creation and regional economic vitality.
- Not applicable.

**DISCUSSION:**

California established the Low Carbon Fuel Standard (LCFS) in 2012 and placed it under the direction of the Air Resources Board (CARB).

The LCFS is a cap-and-trade-like program where the importers and producers of fossil fuels must meet the state's carbon intensity goals that ratchet down each year. To reduce the carbon intensity, fuel producers use plant-based feedstocks such as soybean oil. Alternatively, the fuel producers can purchase credits in the CARB LCFS market.

Credits are created when renewable fuels are produced and when vehicles and vessels use electricity instead of fossil fuels. The credit represents the difference between the carbon intensity of the electricity versus the carbon intensity of the fossil fuel. The owner of the credit is the entity that *owns the charging equipment*. CARB provides algorithms each year to calculate how many credits are created depending on use.

A producer of credits can increase the number of credits by using renewable energy with a zero-carbon intensity. The renewable energy can be procured through two different methods: direct purchase from electricity provider via their voluntary "green power" alternative that needs to be registered with CARB; or the purchase of renewable energy certificates (RECs) from projects sited in California (mostly, per CARB rules).

The market for RECs was developed in the late 1990's and became more structured with the formation of the Western Renewable Energy Generation Information System (WREGIS). The purpose of WREGIS is to prevent multiple parties from making environmental claims on the same renewable energy production. Registered renewable energy sites receive serial numbers for their production. The production has three primary characteristics: location, technology, and production date. The RECs are "retired" in the WREGIS system when they are purchased by a second party who can then claim the environmental attributes.

#### Background on District participation:

The State of California's Low Carbon Fuel Standard expanded its optional participant definition in 2019 to include some operations by the District and its tenants. Specifically, using shore power from the grid instead of the onboard diesel-fueled genset to energize an ocean-going vessel when berthed can create credits that can be sold in the LCFS market. Other ways to create credits include the use of electric vehicles and electric cargo handling equipment. The charging equipment must be metered and registered with CARB.

#### Work of the marketing consultant:

The District went through the RFP process guided by the Procurement department to select its current marketing consultant (the consultant). The contract expires one year after the program itself on December 31, 2031, as it takes additional time (six



months) to process and monetize the credits. The consultant provides many services to the Port and its partners:

- Identify and register with CARB all eligible electric vehicle servicing equipment (EVSE).
- Quarterly, generate credits through the CARB portal. This may also include the purchase of renewable energy certificates (RECs) if cost-effective.
- Maintain the account within the LCFS program for the District's benefit.
- Market and monetize the credits through its energy and environmental attribute trading operations.
- Provide District and partners with financial spreadsheets that correspond to the funds delivered to the district.
- Partake in regularly scheduled meetings with the District.
- Report all required information to CARB annually.

#### Background on tenant partnerships:

The district made a significant effort to initiate the LCFS program. Staff saw value in the program, however, did not want its tenants to have to go through the same lengthy process so they offered the use of the District's program at a fee which might vary by tenant. As in the section above, the consultant visited each site to secure the needed information about the EVSE. At tenant sites the consultant identified additional EVSE's for items such as light duty vehicles, heavy trucks, and cranes. In some cases, the tenant provides their energy use directly to the consultant while in other cases they send the data to the District, which forwards it to the consultant.

#### The process of credit creation and monetization:

The basic process is straightforward – the District and partners report their qualified energy (in kilowatt-hours) usage to the consultant who generates the credits using CARB's online portal. Some complicating factors are that each year the state ratchets down the allowable carbon intensity level and hence the algorithm for calculating credits from energy changes each year. Further, each technology (e.g., ocean going vessels vs cargo handling equipment) has a different algorithm based on different energy economy ratios. For all technologies there is also the question of using energy from the grid or to procure renewable energy (certificates) at an additional cost. The decision is a function of the additional cost of the RECs and the expected sales price of the credits. There is a gap of about three months between paying extra for RECs and realizing the benefit from the sale of the RECs. The consultant is responsible for making the decision to "go green" or not. The process works as follows:

- Port uses energy during the quarter (e.g., Jan, Feb, March).
- Port reports energy use (KWh) to consultant in April.
- Consultant makes decision to match energy with RECs, or not.
- Consultant inputs energy into CARB model to create LCFS Credits
- CARB reviews all claims to ensure market balance

- Credits can be sold starting next quarter (July). [Credits can be banked instead of sold.]
- Consultant provides District with direct deposit and accounting information so that the Port can allocate funds to its partners.

### Spending the funds:

CARB has provided guidance on how the funds can be spent (LCFS Guidance 20-03; Updated January 2022) [https://ww2.arb.ca.gov/sites/default/files/2022-03/lcfsguidance\\_20-03\\_2022-01-13\\_ADA.pdf](https://ww2.arb.ca.gov/sites/default/files/2022-03/lcfsguidance_20-03_2022-01-13_ADA.pdf) The overall goal is to reduce the use of fossil fuels through electrification. The guidance encourages investments to go back to the technology where the funds came from, e.g., if the money came from shore power, then it should be used to build more shore power – but it is not mandated to do so. The guidance document provides a lot of latitude for spending if spending supports electrification, such as marketing EVs or subsidizing the electric fuel cost. Funds earned at one terminal can be used for projects at a different terminal.

A Port internal audit recommended the development of policies and procedures related to the program. District staff developed one proposed BPC Policy and three Administrative Procedures to cement internal practices as related to the program and revenue and expenditure processing.

### Summary of Related Administrative Procedures

1. Revenue Processing for LCFS Program Funds - The objective of this procedure is to create a standardized process for documenting the terms and conditions of LCFS revenue sharing. Revenue from the sale of LCFS Credits generated from a tenant's leasehold may be shared with a tenant.
2. Expenditure Request of LCFS Program Funds - Port Projects - the process for consideration of projects that request the expenditure of LCFS funds to pay for all or part of the project.
3. Expenditure Request of LCFS Program Funds - Navy Projects - This procedure creates a standardized process for requesting the expenditure of LCFS Navy Project split funds to pay for qualified critical utility infrastructure projects on NBSD.

### **General Counsel's Comments:**

The Office of the General Counsel has reviewed and approved this agenda, proposed policy and resolution, as presented, as to form and legality.

## **Environmental Review:**

The proposed Board actions, including without limitation receiving a presentation regarding the District's LCFS Program and adopting a policy on the District's LCFS Program do not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Sections 15352 and 15378 because no direct or indirect changes to the physical environment would occur. CEQA requires that the District adequately assess the environmental impacts of projects and reasonably foreseeable activities that may result from projects prior to the approval of the same. Any project developed as a result of the actions requiring the District or the Board's discretionary approval resulting in a physical change to the environment would be analyzed in accordance with CEQA prior to such approval. CEQA review may result in the District, in its sole and absolute discretion, requiring implementation of mitigation measures, adopting an alternative, including without limitation, a "no project alternative" or adopting a Statement of Overriding Consideration, if required. The exercise of this discretion is in no way limited by this proposed Board actions. Therefore, no further CEQA review is required.

The proposed Board actions comply with Sections 21 and 35 of the Port Act, which allow for the Board to pass resolutions and to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board actions are consistent with the Public Trust Doctrine.

The proposed Board actions do not allow for development, as defined in Section 30106 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit (CDP) Regulations because there will not be, without limitation, a physical change, change in use or increase in intensity of uses. Therefore, issuance of a Coastal Development Permit or exclusion is not required. However, development within the District requires processing under the District's CDP Regulations. Future development would remain subject to its own independent review pursuant to the District's certified CDP Regulations, Port Master Plan (PMP), and the relevant chapter(s) of the Coastal Act. The exercise of the District's discretion under the District's CDP Regulations is in no way limited by the proposed Board actions.

## **Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

### **PREPARED BY:**

Thomas MacLean  
Program Director,  
Energy & Policy

Attachment(s):

Attachment A: Proposed Board Policy No. 784 - Low Carbon Fuel Standard

Attachment B: Administrative Procedure - Expenditure Request of Low Carbon Fuel Standard Program Funds – Navy Projects

Attachment C: Administrative Procedure - Expenditure Request of Low Carbon Fuel Standard Program Funds – Port Projects

Attachment D: Administrative Procedure - Revenue Processing for Low Carbon Fuel Standard Program Funds



## BPC Policy No. XXX

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**SUBJECT:** LOW CARBON FUEL STANDARD PROGRAM

**PURPOSE:** To memorialize the history of California’s Low Carbon Fuel Standard (LCFS) and the participation by the San Diego Unified Port District (“District”) and its partners. Further, this document is supported by three Administrative Procedures that establish protocols for the collection, distribution, and spending of funds received by the District through the program.

**POLICY STATEMENT:**

**1. BACKGROUND ON LCFS:**

California established the Low Carbon Fuel Standard (LCFS) in 2012 and placed it under the direction of the Air Resources Board (CARB).

[Low Carbon Fuel Standard | California Air Resources Board](#)

The LCFS is a cap-and-trade-like program where the importers and producers of fossil fuels must meet the state’s carbon intensity goals that ratchet down each year. To reduce the carbon intensity, fuel producers use plant-based feedstocks such as soybean oil. Alternatively, the fuel producers can purchase credits in the CARB LCFS market.

Credits are created when renewable fuels are produced and when vehicles and vessels use electricity instead of fossil fuels. The credit represents the difference between the carbon intensity of the electricity versus the carbon intensity of the fossil fuel. The owner of the credit is the entity that *owns the charging equipment*. CARB provides algorithms each year to calculate how many credits are created depending on use.

A producer of credits can increase the number of credits by using renewable energy with a zero-carbon intensity. The renewable energy can be procured through two different methods: direct purchase from electricity provider via their voluntary “green power” alternative that needs to be registered with CARB; or the purchase of renewable energy certificates (RECs) from projects sited in California (mostly, per CARB rules).

The market for RECs was developed in the late 1990’s and became more structured with the formation of the Western Renewable Energy Generation

Information System (WREGIS). The purpose of WREGIS is to prevent multiple parties from making environmental claims on the same renewable energy production. Registered renewable energy sites receive serial numbers for their production. The production has three primary characteristics: location, technology, and production date. The RECs are “retired” in the WREGIS system when they are purchased by a second party who can then claim the environmental attributes.

## **2. BACKGROUND ON DISTRICT PARTICIPATION:**

The State of California’s Low Carbon Fuel Standard expanded its optional participant definition in 2019 to include some operations by the District and its tenants. Specifically, using shore power from the grid instead of the onboard diesel-fueled genset to energize an ocean-going vessel when berthed can create credits that can be sold in the LCFS market. Other ways to create credits include the use of electric vehicles and electric cargo handling equipment. The charging equipment must be metered and registered with CARB.

## **3. WORK OF THE MARKETING CONSULTANT:**

The District went through the RFP process guided by the Procurement department to select its current marketing consultant (the consultant). The contract expires one year after the program itself on December 31, 2031, as it takes additional time (six months) to process and monetize the credits. The consultant provides many services to the Port and its partners:

- Identify and register with CARB all eligible electric vehicle servicing equipment (EVSE).
- Quarterly, generate credits through the CARB portal. This may also include the purchase of renewable energy certificates (RECs) if cost-effective.
- Maintain the account within the LCFS program for the District’s benefit.
- Market and monetize the credits through its energy and environmental attribute trading operations.
- Provide District and partners with financial spreadsheets that correspond to the funds delivered to the district.
- Partake in regularly scheduled meetings with the District.
- Report all required information to CARB annually.

## **4. BACKGROUND ON TENANT PARTNERSHIPS:**

The district made a significant effort to initiate the LCFS program. Staff saw value in the program, however, did not want its tenants to have to go through the same lengthy process so they offered the use of the District's program at a fee which might vary by tenant. As in the section above, the consultant visited each site to secure the needed information about the EVSE. At tenant sites the consultant identified additional EVSE's for items such as light duty vehicles, heavy trucks, and cranes. In some cases, the tenant provides their energy use directly to the consultant while in other cases they send the data to the District, which forwards it to the consultant.

## **5. THE PROCESS OF CREDIT CREATION AND MONETIZATION:**

The basic process is straightforward – the District and partners report their qualified energy (in kilowatt-hours) usage to the consultant who generates the credits using CARB's online portal. Some complicating factors are that each year the state ratchets down the allowable carbon intensity level and hence the algorithm for calculating credits from energy changes each year. Further, each technology (e.g., ocean going vessels vs cargo handling equipment) has a different algorithm based on different energy economy ratios. For all technologies there is also the question of using energy from the grid or to procure renewable energy (certificates) at an additional cost. The decision is a function of the additional cost of the RECs and the expected sales price of the credits. There is a gap of about three months between paying extra for RECs and realizing the benefit from the sale of the RECs. The consultant is responsible for making the decision to “go green” or not. The process works as follows:

- Port uses energy during the quarter (e.g., Jan, Feb, March).
- Port reports energy use (KWh) to consultant in April.
- Consultant makes decision to match energy with RECs, or not.
- Consultant inputs energy into CARB model to create LCFS Credits
- CARB reviews all claims to ensure market balance
- Credits can be sold starting next quarter (July). [Credits can be banked instead of sold.]
- Consultant provides District with direct deposit and accounting information so that the Port can allocate funds to its partners.

## **6. SPENDING THE FUNDS:**

CARB has provided guidance on how the funds can be spent (LCFS Guidance 20-03; Updated January 2022) [https://ww2.arb.ca.gov/sites/default/files/2022-03/lcfsguidance\\_20-03\\_2022-01-13\\_ADA.pdf](https://ww2.arb.ca.gov/sites/default/files/2022-03/lcfsguidance_20-03_2022-01-13_ADA.pdf) The overall goal is to reduce the use of fossil fuels through electrification. “Ideally, electricity credit proceeds shall

be used for new transportation electrification efforts,” the document states on page 3. The guidance encourages investments to go back to the technology where the funds came from, e.g., if the money came from shore power, then it should be used to build more shore power – but it is not mandated to do so. The guidance document provides a lot of latitude for spending if spending supports electrification, such as marketing EVs or subsidizing the electric fuel cost. Funds earned at one terminal can be used for projects at a different terminal.

#### RELATED ADMINISTRATIVE PROCEDURES:

- Revenue Processing for LCFS Program Funds - The objective of this procedure is to create a standardized process for documenting the terms and conditions of LCFS revenue sharing. Revenue from the sale of LCFS Credits generated from a tenant’s leasehold may be shared with a tenant.
- Expenditure Request of LCFS Program Funds - Port Projects - the process for consideration of projects that request the expenditure of LCFS funds to pay for all or part of the project.
- Expenditure Request of LCFS Program Funds - Navy Projects - This procedure creates a standardized process for requesting the expenditure of LCFS Navy Project split funds to pay for qualified critical utility infrastructure projects on NBSD.

**RESOLUTION NUMBER AND DATE:** 2008-XX, dated March X, 2008 (Insert entire history starting with most current information- e.g. See Policy No. 105-) (Supersedes BPC Policy No. 105, Resolution 2000-109, dated June 13, 2000; Resolution 81-328, dated October 6, 1981; and Resolution 68-298, dated December 3, 1968)



**Administrative Procedure #**  
**Form 100N: Expenditure Request of Low Carbon Fuel**  
**Standard Program Funds – Navy Projects**

**IGSA Project Overview:**

The Intergovernmental Service Agreement (IGSA), co-signed by Dept of Navy (DoN) and the Port of San Diego (PSD) in Sept 2022, is now in the implementation phase. The IGSA represents a 10-year agreement encompassing over 10+ projects valued at \$210M+, as an in-kind for Naval Base San Diego (NBSD) from Low Carbon Fuel Standard (LCFS) credit sale.

**Purpose:**

This procedure creates a standardized process for requesting the expenditure of LCFS Navy Project split funds to pay for qualified critical utility infrastructure projects on NBSD. Projects will be reviewed and agreed upon by the District Engineering Department and NBSD. The Engineering Department will assess whether sufficient funding from LCFS credit sales is available to fully complete the project. Form 100N will be reviewed by the Engineering Department Leadership, along with designated staff and officers, to ensure that the request complies with the appropriate federal guidelines, as spelled out in the IGSA, fits within the LCFS NBSD funding allocation, and supports NBSD electrification priorities.

**Procedure Objective:**

The purpose of this procedure is to outline the process for reviewing both planned and unplanned work projects that require the use of LCFS funds for NBSD Critical Utility Infrastructure projects. It also ensures that funds expended from the LCFS credit sale are accurately recorded in compliance with federally accepted accounting principles, including implicit costs. Additionally, this procedure guarantees that the distribution process for NBSD specific funds is created and reviewed exclusively by designated staff. The Port's IGSA LCFS funds must be optimally allocated to meet NBSD and DoN goals and comply with federal regulations.

**1. Additional Notes/Definitions: *Funding Breakdown*****Two Navy LCFS Funding Pots:**

- **Port Split Expenditures**, which is tracked by Engineering-Construction and Finance and reported to the LCFS Team. Projects using the Port Split account need approval using Form 100N.

- Funds are used to pay internal overhead and burden.
  - Special Project Manager salary and burden
  - Engineering Administrative staff
  - Construction Manager-external cost but covered as if it was an internal cost
  - Additional departments, such as: Procurement, Finance, IT.
- **Navy Project Expenditures**, which is tracked by Engineering-Construction
  - Funds are used to pay for execution of planning, design, and construction (including construction inspection services) and materials.

**2. Department(s) Affected (Stakeholders):**

Engineering-Construction. Other requested funds will come from the Port Split as per the IGSA and as outlined above in the Funding Breakdown.

**3. How to Achieve the Procedure Objective:**

Accurate completion of Form 100N will achieve the procedure’s objective to move the funds from LCFS to Engineering-Construction to fund the NBSD Projects.

**4. Criteria:**

To be used for all “Form 100N Request to Expend Navy Project LCFS Funds,” which will be submitted to the Review Teams (defined below) for review and approval.

**5. Responsibility/Action:**

RESPONSIBILITY	ACTION
Requester	Completes Form 100N and routes via District approved electronic signature.  * Due to the CUI of the projects and the classified area in which they are located on NBSD, the Form 100N may be heavily redacted.
Director (of requestor)	Reviews and approves Form 100N for submittal.
Designated Staff Review Team	<ul style="list-style-type: none"> <li>• Reviews Form 100N and works with Requester to finalize request and scope on edits.</li> <li>• Provide a budget summary of LCFS.</li> </ul>

	<ul style="list-style-type: none"> <li>• Make recommendation Provides input to Executive Team.</li> </ul>
Executive Team	ODC will update the document management system with a redacted version, the master procedures book, and the District Clerks office will notify those cleared to view the redacted document via encrypted email. The Executive team approves, rejects, or suggests improvements. Provide regular summary of LCFS budget including Navy and PSD Split and expenditure to ELG.

### 6. Related Documents:

Board of Port Commissioners' Policy No. regarding the Low Carbon Fuel Standard Program.

Administrative Procedure No. – Expenditure Request of Low Carbon Fuel Standard Program Funds – Port Projects

Administrative Procedure No. – Revenue Processing for Low Carbon Fuel Standard Program Funds

### Document Information:

<b>Created On:</b>	
<b>Responsible Dept.:</b>	
<b>Used by:</b>	Designated District Staff
<b>Biennial Review:</b> <i>(Assigned by ODC)</i>	January even year(s)

### 7. Document History:

Date of Update	Editor	Change(s) Made	Previous DOCS #

**APPROVED (Director):**

\_\_\_\_\_

**Thomas Maclean**

Program Director, Energy and Policy

\_\_\_\_\_

**Date**

**APPROVED (CEO, CFO, VP, AVP):**

\_\_\_\_\_

**Job Nelson**

Vice President, Strategy and Policy

\_\_\_\_\_

**Date**

## **FORM 100N**

### **EXPENDITURE REQUEST OF NAVY PROJECT LCFS PROGRAM FUNDS**

#### **BACKGROUND**

In accordance with District Policy, Form 100N provides a means whereby special project managers can request IGSA related funds from the Low Carbon Fuel Standard Navy Project split account. The Preparer of the Form 100N, starting below, needs to provide an overview of the project, a specific budget itemizing the need for the funds, and an explanation of why and when the funds are needed to achieve success.

#### **PARTICIPANTS DEFINED**

Requestor – Limited to Engineering Department Leadership or Special Project Manager currently working with the DoN. Typically, the Special Project Manager or their supervisor, who is intimately familiar with the project and expenses.

Director – Form 100N must first be approved by the Director of the Requestor to ensure transparency on the request and process.

Designated Staff Review Team – Will consist of representatives from Finance, and Strategy & Policy, and Engineering who are intimately familiar with the IGSA LCFS program, its operational rules from CARB, federal requirements, and the District's relationship with DoN and NBSD.

Executive Team – Will consist of the Chief Engineer, Vice President of Maritime, Vice President of Financial Services, and the Vice President of Strategy & Policy.

**FORM 100N: TO BE COMPLETED BY REQUESTOR, APPROVED BY DIRECTOR, AND RETURNED TO STAFF REVIEW TEAM:**

Name of Requester	
Amount of Request	
Date of Request	
Name of Director	

**BACKGROUND**

- Please provide background and scope or history of the work or project.

**DEFINE THE WORK (Provide a Preliminary Engineering Report)**

- What is the preliminary purpose, scope, budget, and schedule of the project work?
- What results or deliverables will be achieved?
- How much are you requesting of Navy Project LCFS funds?

**STRATEGIC ANALYSIS**

- Does this support the NBSD Critical Utility Infrastructure or other critical needs identified by the Navy?
- If this request is not approved, what will happen with the project?
- Which departments are involved and what are the staffing needs?

#### ITEMIZATION OF REQUESTED FUNDS

- Please provide a breakdown of the expenses including capital, labor, and outside services.

#### APPROVAL

Comments from the Designated Staff Review Team:

Date	Name	Approval
	Michael La Fleur, VP of Maritime and Facilities	
	Job Nelson, VP of Strategy and Policy	
	Tracy Largent, Chief Financial Officer	
	Ernesto Medina, Chief Engineer	

## #

DRAFT



# Administrative Procedure # 784

## Form 100E: Expenditure Request of Low Carbon Fuel

### Standard (LCFS) Program Funds – Port Projects

**Purpose:** The purpose of this procedure is to create a standardized process for requesting the expenditure of LCFS funds to fund qualified projects. Form 100E will be reviewed by a committee of Staff and Officers to ensure that the request meets the State guidance and is within the District’s LCFS budget and supports district electrification priorities.

#### **Procedure Objective:**

The purpose of this procedure is to explain the process for consideration of projects that request the expenditure of LCFS funds to pay for all or part of the project given that The District’s limited LCFS funds must be optimally allocated to meet District goals and State regulations. It also serves to ensure that funds received are recorded correctly and follow Generally Accepted Accounting Principles. The available funds are in two accounts at the District: One account has funds from Cruise and Tenant Partnerships while the other account has funds from the US Navy. The second account, called the “Port Split” account has some predetermined expenses related to engineering. The District may comingle funds from both accounts to pay for District projects.

**1. Additional Notes/Definitions: N/A**

**2. Department(s) Affected (Stakeholders):**

Maritime, Finance, Strategy and Policy, Engineering-Construction, General Services, Harbor Police, Guest Services, and others that may request funds.

**3. How to Achieve the Procedure Objective:**

Accurate completion of Form 100E will achieve the procedure’s objective.

**4. Criteria:**

To be used for all “Form 100E Request to Expend LCFS Funds,” which will be submitted to the Review Teams (defined below) for review and approval.

**5. Responsibility/Action:**

RESPONSIBILITY	ACTION
Requester	Completes Form 100E and routes via District approved electronic signature.
Director (of requestor)	Reviews and approves Form 100E for submittal.
Staff Review Team	<ul style="list-style-type: none"> <li>Reviews Form 100E and works with Requester to finalize request and scope.</li> <li>Provide a budget summary of LCFS.</li> <li>Make recommendation to Executive Team.</li> </ul>
Executive Team	The Executive team approves, rejects, or suggests improvements and reapplication. Provide regular summary of LCFS budget and expenditure to ELG.

#### 6. Related Documents:

Board of Port Commissioners' Policy No. regarding the Low Carbon Fuel Standard Program.

Administrative Procedure No. – Expenditure Request for Low Carbon Fuel Standard Program Funds – Navy Projects

Administrative Procedure - Revenue Processing for Low Carbon Fuel Standard Program Funds

#### Document Information:

<b>Created On:</b>	
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<b>Used by:</b>	All District Staff
<b>Biennial Review:</b> <i>(Assigned by ODC)</i>	January even year(s)

#### 7. Document History:

Date of Update	Editor	Change(s) Made	Previous DOCS #

**APPROVED (Director):**

\_\_\_\_\_  
**Thomas Maclean**  
Program Director, Energy and Policy

\_\_\_\_\_  
**Date**

**APPROVED (CEO, CFO, VP, AVP):**

\_\_\_\_\_  
**Job Nelson**  
Vice President, Strategy and Policy

\_\_\_\_\_  
**Date**

DRAFT

## FORM 100E

### EXPENDITURE REQUEST OF LCFS PROGRAM FUNDS

#### BACKGROUND

In accordance with District Policy No. Form 100E provides a means whereby project managers can request additional funds from the Low Carbon Fuel Standard program. The Preparer of the Form 100E, starting below, needs to provide an overview of the project, a specific budget itemizing the need for the funds, and an explanation of why and when the funds are needed to achieve success.

Successful use of funds has previously been to leverage already-funded projects. That is, the LCFS funds have been used to get a project started or finished, but not to pay for the entire project.

#### PARTICIPANTS DEFINED

Requestor – Can be any member of Port Staff. Typically, the Project Manager or their supervisor, who is intimately familiar with the project and expenses.

Director – Form 100E must first be approved by the Director of the Requestor to ensure transparency on the request and process.

Staff Review Team – Will consist of representatives from Finance, Maritime, and Strategy & Policy, and Engineering who are intimately familiar with the LCFS program, its operational rules from CARB, and the District's relationship with its marketing consultant.

Executive Team – Will consist of the Vice President of Maritime, Vice President of Financial Services, and the Vice President of Strategy & Policy.

**FORM 100E: TO BE COMPLETED BY REQUESTOR, APPROVED BY  
DIRECTOR, AND RETURNED TO STAFF REVIEW TEAM:**

Name of Requester	
Amount of Request	
Date of Request	
Name of Director	

### BACKGROUND

- Please provide background and scope of the project.

### DEFINE THE WORK

- What is the purpose of the project?
- What results or deliverables will be achieved?
- What is the total estimated cost for this project?
- What is the current source of funding?
- How much are you requesting of LCFS funds?

### STRATEGIC ANALYSIS

- Which District strategy does this support? (e.g., MCAS, CERP, PMPU)
- Which tenant or key stakeholder does this project serve?
- If the project includes construction, explain where it is in the DSD and Engineering process?
- If this request is not approved, what will happen with the project?
- Which departments are involved and what are the staffing needs?

### ITEMIZATION OF REQUESTED FUNDS

- Please provide a breakdown of the expenses including capital, labor, and outside services.

APPROVAL

Date	Name	Approval
	Michael La Fleur, VP of Maritime and Facilities	
	Job Nelson, VP of Strategy and Policy	
	Tracy Largent, Chief Financial Officer	
	Ernesto Medina, Chief Engineer	

###



# Administrative Procedure #

## Revenue Processing for Low Carbon Fuel Standard Program Funds

**Purpose:** The purpose of this Administrative Procedure is to foster efficiency and accurate documentation as related to the relationship between the District, Tenant Partners, and the Navy for the purposes of the Low Carbon Fuel Standard program, with particular respect to revenue processing.

1. **Procedure Objective:** The objective of this procedure is to create a standardized process for documenting the terms and conditions of LCFS revenue sharing.
2. **Additional Notes/Definitions:** The District has an agreement with Anew Climate RNG (“Anew”) as marketing consultant for LCFS Credits (Clerk Document No. 70710). Revenue from the sale of LCFS Credits generated from a tenant’s leasehold may be shared with a tenant. In such case, the District shall execute a Memorandum of Understanding to document the terms and conditions of LCFS revenue sharing (“LCFS MOU”).

a. The District currently has LCFS MOU or IGSA agreements with the following tenants and partners (“LCFS Participants”):

Tenant	SAP Vendor No.
Dole Fresh Fruit	5305114
BAE Systems	5306768
NASSCO	5306368
Austal USA <sup>1</sup>	
SSA Marine	
Naval Base San Diego <sup>2</sup>	
Naval Base Coronado Is. <sup>2</sup>	
Naval Base Point Loma <sup>2</sup>	

<sup>1</sup>Austal USA has yet to generate any credits.



<sup>2</sup>Revenues are retained by the District to complete projects on behalf of the Navy.

**3. Department(s) Affected (Stakeholders):**

Strategy and Policy, Financial Services, Maritime, Engineering-Construction

**4. How to Achieve the Procedure Objective:**

Steps for LCFS Revenue Processing

- a. Anew sends a SALES STATEMENT\* to Maritime designee (LCFS Analyst). The SALES STATEMENT shall display the quarter period by the months and year, credits sold, value of credits, participant breakdown of credits, expenses, and revenues. VERFIY Finance has received the correct amount of LCFS funds via wire from Anew.

**NOTE:** LCFS revenue must be accrued each quarter prior to receiving the SALES STATEMENT REQUEST --

On the last business day of each quarter, LCFS Analyst shall provide a Maritime budget administrator the forecasted LCFS revenue itemizing the amounts payable to LCFS Participants and earmarked for District investments at TAMT and B St. Cruise Ship Terminal for quarterly revenue accrual. For example, LCFS revenue accrual for the quarter of JUL-SEP 2022 is due on September 30, 2022.

- b. LCFS Analyst and Policy and Strategy designee approve or reject the SALES STATEMENT. If approved, LCFS Analyst shall prepare an Advice Letter to Finance\*, itemizing the amounts for payment to LCFS Participants, earmarked for District investments at TAMT and B St. Cruise Ship Terminal, and funds to be retained for Navy projects. Advice letters should include the following SALES STATEMENT information: gross revenues, REC expenses, broker expenses, Anew fees, net revenues, and remaining credits.

Amounts for revenue distribution will be calculated based on the following:

Cruise net revenues are 100-percent retained by District.

Dole net revenues are retained at a rate of 50-percent by the District.

BAE Systems, NASSCO, and Austral USA net revenues are retained at a rate of 5-percent by the District.

SSA Marine net revenues are 100-percent retained by the District however, these revenues must be utilized for electrification projects located exclusively at Tenth Avenue Marine Terminal.

LCFS Analyst shall track these revenues for said purpose.

Navy gross revenues shall be calculated with 4.25-percent allocated to Anew expense, 81.75-percent for Navy projects, and 14-percent to District Navy project management and port electrification projects.

- c. LCFS Analyst emails the Advice Letter to Director of Finance, and CC's the Vice Presidents and designees of Finance, Maritime, Engineering and Policy and Strategy. The email shall include the Clerk Document No. for the marketing agreement between District and Anew.

- d. Maritime budget administrator assigns Maritime assistant to prepare separate payment request (FV60) for each LCFS Participant with the following information within five (5) business days:

For Dole Fresh Fruit:

- i. Vendor No.: 5305114
- ii. Cost Center: Not needed per Finance
- iii. G/L Account: 200120\*\*
- iv. Due: Immediately
- v. Invoice No.: Use the Clerk Doc. No. of the associated DOLE LCFS MOU: 72880
- vi. Text for Check: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-TAMT.*
- vii. Text for Line Item: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-TAMT.*
- viii. SignNow Routing: Attach copy of the associated LCFS MOU, Josefina's payment approval email, Adam's Advice Letter, memo, and a copy of this LCFS SOP.

For BAE Systems:

- i. Vendor No.: 5306768
- ii. Cost Center: Not needed per Finance
- iii. G/L Account: 200120\*\*
- iv. Due: Immediately
- v. Invoice No.: Use the Clerk Doc. No. of the associated BAE LCFS MOU: Need to look up number (expires end of 2025)
- vi. Text for Check: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-BAE.*
- vii. Text for Line Item: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-BAE.*
- viii. SignNow Routing: Attach copy of the associated LCFS MOU, Josefina's payment approval email, LCFS Analyst's Advice Letter, memo, and a copy of this LCFS SOP.

For NASSCO:

- i. Vendor No.: 5306368
- ii. Cost Center: Not needed per Finance
- iii. G/L Account: 200120\*\*
- iv. Due: Immediately

- v. Invoice No.: Use the Clerk Doc. No. of the associated NASSCO LCFS MOU: 74578
- vi. Text for Check: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-NASSCO.*
- vii. Text for Line Item: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-NASSCO.*
- viii. SignNow Routing: Attach copy of the associated LCFS MOU, Josefina’s payment approval email, LCFS Analyst’s Advice Letter, memo, and a copy of this LCFS SOP.

For AUSTAL:

- i. Vendor No.: XXXXXXXX
- ii. Cost Center: Not needed per Amy Wang, Finance
- iii. G/L Account: 200120\*\*
- iv. Due: Immediately
- v. Invoice No.: Use the Clerk Doc. No. of the associated AUSTAL USA LCFS MOU: 74356
- vi. Text for Check: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-NASSCO.*
- vii. Text for Line Item: Example – *JAN-MAR 2022 SALE OF LCFS CREDITS-NASSCO.*
- viii. SignNow Routing: Attach copy of the associated LCFS MOU, Josefina’s payment approval email, LCFS Analyst’s Advice Letter, memo, and a copy of this LCFS SOP.

5. **Finance** issues payment checks to LCFS Participants and notifies Maritime (LCFS Analyst, Maritime budget administrator, Maritime staff assistant).

NOTE: Checks to NASSCO, BAE SYSTEMS, and Dole to be picked up by LCFS Analyst for distribution to participants.

6. **United States Navy**

The District will manage all LCFS revenues on behalf of the U.S. Navy. Therefore, no checks shall be issued to the United States Navy.

Finance will split revenues into two accounts for Naval Base San Diego. First account is the **Navy Project Accounts (San Diego, Coronado Island, and Point Loma)**, utilized to fund Navy identified electrical projects on base. The second account is the **Port Split Account (San Diego, Coronado Island, and Point Loma)**, utilized by Engineering to pay for project management of Navy projects. All funds remaining in Port Split Account after completion of

project management function may be used for District identified electrification projects.

Every two weeks, the Engineering team will provide schedule, budget, an outline of long lead items, and the timeline of when those long lead items will be received to the Navy.

**7. At the end of each quarter:**

- a. Request electrical usage for cruise ship terminals and Tenth Avenue Marine Terminal shore power systems from San Diego Gas & Electric. Send electrical usage to Anew.
- b. Request SSA Marine usage from SSA Marine.
- c. Review Finance's LCFS accounts, crosschecking if amounts match advice letters.
- d. Review Navy sales statements for accuracy and direct Anew to upload statements into Navy online portal.

*\* Example attached.*

*\*\* This is a liability account and does not affect Maritime's NPE budget.*

**8. Criteria:**

This procedure is to be used when documenting all revenue.

**9. Related Documents:**

Board of Port Commissioners' Policy No. regarding the Low Carbon Fuel Standard Program.

Administrative Procedure No. Expenditure Request of Low Carbon Fuel Standard Program Funds – Port Projects

Administrative Procedure No. Expenditure Request of Low Carbon Fuel Standard Program Funds – Navy Projects

**10. Document Information:**

<b>Created On:</b>	
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Date of Update	Editor	Change(s) Made	Previous DOCS #

**APPROVED (Director):**

\_\_\_\_\_  
**Thomas Maclean**  
 Program Director, Energy and Policy

\_\_\_\_\_  
**Date**

**APPROVED (CEO, CFO, VP, AVP):**

\_\_\_\_\_  
**Job Nelson**  
 Vice President, Strategy and Policy

\_\_\_\_\_  
**Date**

## Example of SALES STATEMENT

<b>anew</b>		<b>Port of San Diego Statement</b>		
<b>Anew RNG, LLC</b> <b>3200 Southwest Freeway</b> <b>Suite 1310</b> <b>Houston TX 77027</b> <b>Phone: 281-207-7200 Fax: 281-207-7211</b> <a href="http://www.anewclimate.com">www.anewclimate.com</a>		<b>Quarter:</b>	<b>Q4'22</b>	
		<b>Statement Date</b>	4/30/2023	
		<b>Statement No.</b>	Q422-2023/04	
		Usage Period 10/01/2023-12/31/2022		
<b>Credit Activity</b>				
	<i>In Period</i>	<i>Reference</i>	<i>Notes</i>	
LCFSs Inventory (No. of LCFSs) Q4'22	77,842			
LCFSs Sold (No. of LCFSs)	10,511			
LCFS Balance YTD (No. of LCFSs) Q4'22	67,331			
<b>Revenue</b>				
	<i>In Period</i>			
Contracted LCFS price	\$ 67.00	<i>average</i>		
Gross LCFS Revenue	\$ 704,237.00			
<b>Expenses</b>				
	<i>In Period</i>			
Direct Third Party Costs Incurred <i>(Reimbursable)</i>	\$185,915.90	<i>[3A]</i>		
<b>Net Revenue Allocation</b>				
	<i>In Period</i>			
Net LCFS Revenue to be allocated	\$ 518,321.10			
	<i>95.75%</i>			
Net LCFS Revenue Split	\$ 496,292.45			
<b>Balance Due in Period</b>	<b>\$ 496,292.45</b>			





## Example of ADVICE LETTER TO FINANCE:

To: Michael Arons, Director of Financial Service

CC: Job Nelson, Michael LaFleur, Ernie Medina, Thomas MacLean, Joel Valenzuela, Hope Fulgham, Christine Antoine, Josefina Khalidy, Wendy Fan, Amy Wang, Lindsay Ingles, Jessica Zomisky, Giancarlo Vargas

From: Adam Deaton, Principal, Maritime Business Retention

Date: May 15, 2024

Re: Quarter 4, 2023 LCFS Program Payments and Accounting: Part A

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The District retains Anew RNG to sell Low Carbon Fuel Standard (LCFS) Credits generated around San Diego Bay by multiple partners through shore power and electrified equipment.

Anew RNG (EMRE) transferred \$252,104.76 to the District on May 10, 2024.

Gross revenues for this sale were \$451,999.00. Expenses included renewable energy credits (REC), third party broker fees, and Anew's 4.25% fee per agreement. The following table shows expense amounts.

<b>Gross Revenue</b>	\$451,999.00
<b>REC Expense</b>	\$187,172.01
<b>Broker Fees</b>	\$1,532.20
<b>Anew</b>	\$11,190.03
<b>Net Revenue</b>	\$252,104.76

The Air Resources Board has provided guidance that the funds should be used for furthering electrification of transportation. I request the following actions based on the table below:

<b>Accounts</b>	<b>Amount</b>
<b>Port</b>	\$114,170.83
<b>Dole</b>	\$19,970.49
<b>BAE</b>	\$72,559.78
<b>NASSCO</b>	\$45,403.66

- A. Add \$114,170.83 to District's LCFS account,
- B. Issue check to Dole Fresh Fruit, to be picked-up by Maritime, in the amount of \$19,970.49,
- C. Issue check to BAE Systems, to be picked-up by Maritime, in the amount of \$72,559.78,
- D. Issue check to NASSCO, to be picked-up by Maritime, in the amount of \$45,403.66,

There is a remaining balance of 57,523 credits at Navy Base San Diego, 15,916 credits at Navy Base Coronado, 20 credits at a Navy Base Point Loma, and two credits at BAE Systems in fourth quarter 2023. In addition, there are 14,892 credits at Navy Base Coronado and 121 credits at Navy Base Point Loma in third quarter 2023 and there are 14,841 credits at Navy Base Coronado and 5 credits at Navy Base Point Loma in second quarter 2023. Additional advice letter(s) will follow as credits are sold for second, third, and fourth quarter 2023.

**Advice Letter cont.**

## Remaining LCFS Credits by Partner and Quarter

	2023 Q2	2023 Q3	2023 Q4	Total
<b>BAE</b>	0	0	2	2
<b>Navy SD</b>	0	0	57,523	57,523
<b>Navy PL</b>	5	121	20	146
<b>Navy CI</b>	14,841	14,892	15,916	45,649

## Breakdown of Partner and District LCFS Revenues and Payments for Q4 2023

Parter	Partner Percentage	Partner Amount	Port Amount	Total
<b>Cruise</b>	100%		\$87,991.74	\$87,991.74
<b>Dole</b>	50%	\$19,970.49	\$19,970.49	\$39,940.98
<b>BAE</b>	95%	\$72,559.77	\$3,818.94	\$76,378.71
<b>NASSCO</b>	95%	\$45,403.66	\$2,389.67	\$47,793.33
<b>Total</b>			\$114,170.83	\$252,104.76

## ##



**DRAFT**

**RESOLUTION 20xx-xxx**

**RESOLUTION ADOPTING BOARD OF PORT  
COMMISSIONERS POLICY NO. 784, LOW  
CARBON FUEL STANDARD PROGRAM**

**WHEREAS**, the San Diego Unified Port District (District) is a public corporation created by the Legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

**WHEREAS**, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, grant funded projects and supplies, materials, and equipment purchases; and

**WHEREAS**, the California Air Resources Board created the Low Carbon Fuel Standard (LCFS) in 2012 as a means to reduce the carbon intensity of transportation fuels; and

**WHEREAS**, it was focused on vehicles and later expanded to include ocean going vessels in 2019 at which time the District opted in to the program; and

**WHEREAS**, the District benefits as a seller of LCFS credits when it uses electric shore power instead of diesel fuel to power ships at berth; and

**WHEREAS**, the District also invited tenants to join the program and utilize the legal infrastructure it created; and

**WHEREAS**, this BPC Policy memorializes the program and explains the various processes that are followed.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Port Commissioners of the San Diego Unified Port District, that Board of Port Commissioners Policy No. 784, Low Carbon Fuel Standard Program, is hereby adopted.

APPROVED AS TO FORM AND LEGALITY:  
GENERAL COUNSEL

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By: Assistant/Deputy

20xx-xxx

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 11<sup>th</sup> day of February 2025, by the following vote:

**FILE NUMBER: 2025-062**

**DATE:** Tuesday, February 11, 2025

**SUBJECT: Mid-Year Financial Presentation**

**DESCRIPTION: Presentation on the Remaining Unrestricted Fund Balance of \$5.5 Million and FY 2025 Projected Year- Financial Results.**

**EXECUTIVE SUMMARY:**

This presentation includes the remaining unrestricted fund balance and a mid-year forecast of the projected FY 2025 surplus compared to the budget.

**FY 2024 Actual Results:**

As of June 30, 2024, the unrestricted fund balance totaled \$5.5M. Of this amount, \$3.8M was approved at the December 10, 2024 Board meeting to fund both the Lease Termination and Buyout of the Coronado Cays Boat Storage Yard Lease (\$3.0M) and the District Wayfinding and Regulatory Signage Improvements at Harbor Island and Tidelands Park project (\$815k). This leaves \$1.7M in the remaining unrestricted fund balance.

**FY 2025 Projected Results:**

The projection for FY 2025 is expected to result in Unrestricted Sources Over Uses of Funds (or surplus) of approximately \$6.5M to \$8.5M. The primary drivers of the projected surplus are detailed in the discussion below.

**RECOMMENDATION:**

This is an informational update, and no action will be taken.

**FISCAL IMPACT:**

There is no fiscal impact.

**COMPASS STRATEGIC GOALS:**

This agenda item supports the following Strategic Goals.

- A Port that the public understands and trusts.
- A thriving and modern maritime seaport.
- A vibrant waterfront destination where residents and visitors converge.
- A Port with a healthy and sustainable bay and its environment.
- A Port with a comprehensive vision for Port land and water uses integrated to regional plans.
- A Port that is a safe place to visit, work and play.
- A Port with an innovative and motivated workforce.

- A financially sustainable Port that drives job creation and regional economic vitality.

**DISCUSSION:**

**REMAINING UNRESTRICTED FUND BALANCE**

As of June 30, 2024, the unrestricted fund balance totaled \$5.5M. Of this amount, \$3.8M was approved at the December 10, 2024 Board meeting to fund both the Lease Termination and Buyout of the Coronado Cays Boat Storage Yard Lease (\$3.0M) and the District Wayfinding and Regulatory Signage Improvements at Harbor Island and Tidelands Park project (\$815k). This leaves \$1.7M in the remaining unrestricted fund balance.

*Amount shown in Millions*

<b>Unrestricted Fund Balance as of June 30, 2023</b>	<b>\$ 10.1</b>
FY 2024 Mid-Year Funding of District-wide Needs	\$ (3.0)
FY 2024 Unrestricted Sources over Uses of Funds	38.0
Increase to FY 2025 Operating Reserves	(8.3)
Appropriated Funds from FY 2024 Surplus	(31.4)
<b>Sub-total</b>	<b>\$ (4.6)</b>
<b>Unrestricted Fund Balance as of June 30, 2024</b>	<b>\$ 5.5</b>
FY 2025 Funding of Lease Termination and Buyout Boat Storage Yard Lease	\$ (3.0)
FY 2025 Funding of District Wayfinding and Regulatory Signage Improvements	(0.8)
<b>Remaining Unrestricted Fund Balance</b>	<b>\$ 1.7</b>

**UPDATE ON FY 2025 PROJECTED YEAR-END FINANCIAL RESULTS**

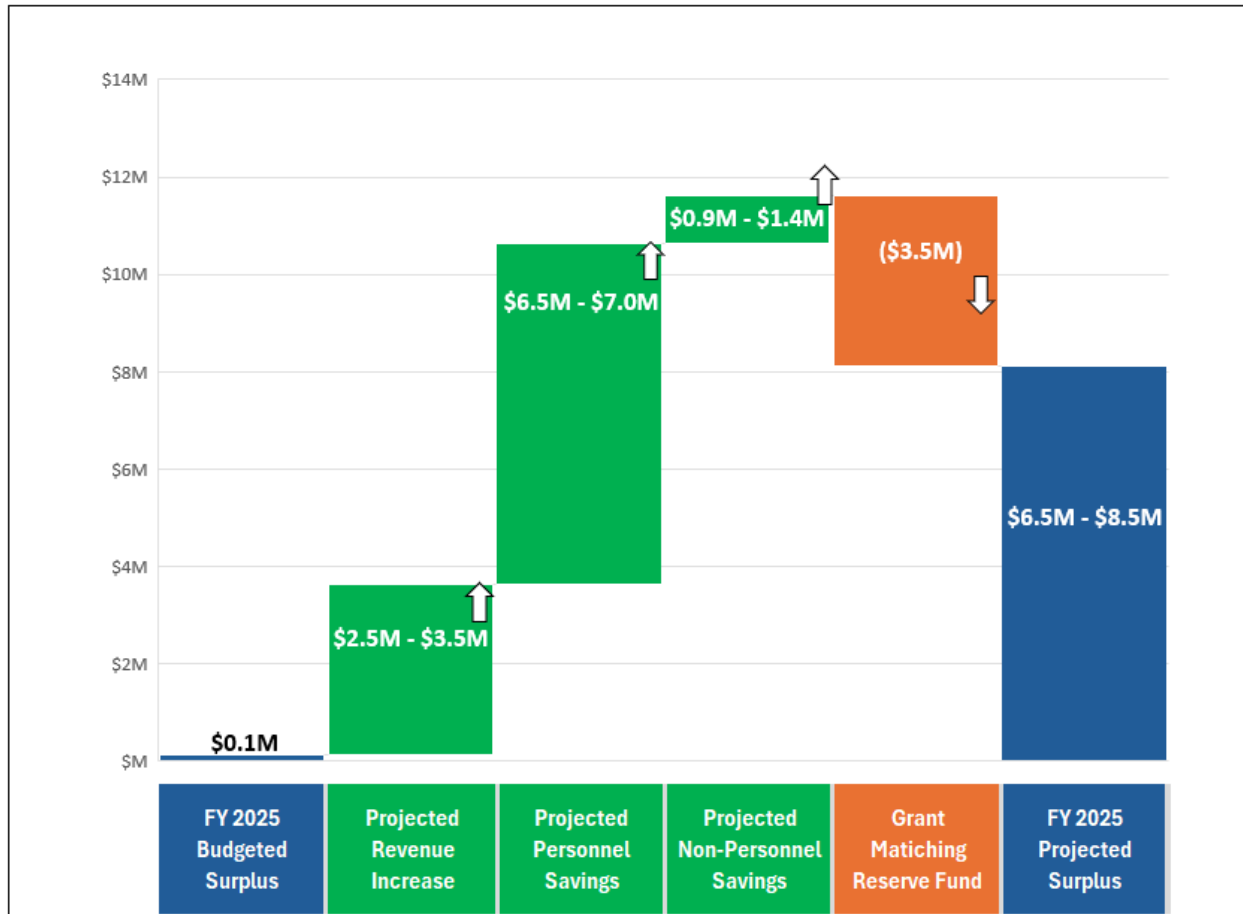
FY 2025 had a budgeted surplus of \$128k when it was adopted.

The FY 2025 revenue projection is expected to result in a positive variance of approximately \$2.5M to \$3.5M compared to the FY 2025 Board Adopted Budget. This projection is based on fiscal year-to-date (YTD) actual results through December 2024 and estimated activity through the end of the fiscal year.

Personnel expense savings for FY 2025 are estimated to be approximately \$6.5M to \$7.0M, based on YTD actual results through December 2024 and projected personnel expenses for the remainder of the year.

Non-personnel expense savings for FY 2025 are estimated to be approximately \$900k to \$1.4M, based on YTD actual results through December 2024 and projected non-personnel expenses for the remainder of the year.

Overall, the projection for the year is expected to result in Unrestricted Sources Over Uses of Funds (or surplus) of approximately \$6.5M to \$8.5M. This includes the funding of \$3.5M from the YTD surplus forecasted above, which will increase the District's Grant Matching Reserve Account to provide matching funds for grants awarded in FY 2025.



**General Counsel's Comments:**

The Office of the General Counsel has reviewed this agenda sheet, as presented to it, and approves the same as to form and legality.

**Environmental Review:**

The proposed Board action, including without limitation a presentation on the Remaining Unrestricted Fund Balance of \$5.5 Million and FY 2025 Projected Year Financial Results, does not constitute a project under the definition set forth in California Environmental Quality Act (CEQA) Guidelines Section 15378 because there is not a potential to result in a direct or indirect physical change in the environment. Therefore, the proposed Board action is not subject to CEQA and no further action under CEQA is required.



The proposed Board action complies with Section 35 of the Port Act which allow for the Board to do all acts necessary and convenient for the exercise of its powers. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed Board action is consistent with the Public Trust Doctrine. The proposed Board action does not allow for development, as defined in Section 30106 of the California Coastal Act, or new development, pursuant to Section 1.a. of the District's Coastal Development Permit Regulations. Therefore, issuance of a Coastal Development Permit or an exclusion finding is not required.

**Diversity, Equity, and Inclusion Program:**

This agenda sheet has no direct DEI impact on District workforce or contract reporting at this time.

**PREPARED BY:**

Tracy Largent  
Chief Financial Officer / Treasurer

**FILE NUMBER: 2025-022**

**DATE:** Tuesday, February 11, 2025

**SUBJECT:** Review and Consideration of Draft Proposed Board Agenda for the March 11, 2025 Meeting

**Please Note:** At the time of official publication for the March Board meeting, the titles will change to indicate which items are exempt under the California Environmental Quality Act.

## **CONSENT AGENDA**

### **2025-060**

**SUBJECT:** Amendment No. 3 to Increase Funds to the Agreement with PlanetBids, Inc. for Vendor and Bid Management Services by \$ 137,337.

**DESCRIPTION:** Resolution Authorizing Amendment No. 3 to the Agreement with PlanetBids, Inc. to Provide Vendor and Bid Management Services for an Additional \$137,337 for a New Not-To-Exceed Agreement Total of \$625,613. Funds for Current Fiscal Year are Budgeted; All Funds for Future Fiscal Years will be Budgeted in the Appropriate Fiscal Year, Subject to Board Approval Upon Adoption of each Fiscal Year's Budget.  
Information Technology

### **2025-056**

**SUBJECT:** Resolution Authorizing Agreement with Sierra Digital, Inc. for Professional Technical Services for the Implementation of Datasphere Data Warehouse.

**DESCRIPTION:** Resolution Authorizing Single Source Agreement With Sierra Digital, Inc. for \$1,000,000 to Provide SAP Datasphere Data Warehouse Implementation Required for the Maritime PortConnect Port Management Information Systems and Terminal Operating System Project, and Utilizing Grant Funds from the California Office of Supply Chain, Governor's Office of Business and Economic Development (GO-Biz), California Containerized Ports Interoperability Grant Program.  
Information Technology

### **2025-078**

**SUBJECT:** Assignment and Assumption of Lease with Fish Market Restaurants, Inc. and Amended and Restated Lease to The Brigantine Inc., dba The Fish Market

**DESCRIPTION:** (1) Resolution Consenting to the Assignment and Assumption of the Leasehold Interest from Fish Market Restaurants, Inc. to The Brigantine, Inc., dba The Fish Market; and (2) Ordinance Granting an Amended and Restated Lease to The Brigantine Inc., dba The Fish Market to Update Lease to Current Terms.  
Real Estate

**2025-083**

SUBJECT: Interior and Exterior Painting at Broadway Pier Port Pavilion

DESCRIPTION: Resolution Approving Plans and Specifications and Awarding Contract No. 2024-03 to [Name Of Contractor] in the Amount of \$[Recommended Award Amount] for the Interior and Exterior Painting at Broadway Pier Port Pavilion, San Diego, CA Project, as Authorized by the Board in the FY 2025 Major Maintenance Program.

Engineering-Construction

**2025-081**

SUBJECT: Marine Outfalls at National City Marine Terminal and Tenth Avenue Marine Terminal, California

DESCRIPTION: Approving Plans and Specifications and Awarding Contract No. 2024-16 to XXXX in the Amount of \$XXXX for the Marine Outfalls at National City Marine Terminal and Tenth Avenue Marine Terminal, California, as Authorized by the Board in the FY 2025 Other Capital Program.

Engineering-Construction

**2025-076**

SUBJECT: Amendment No. 5 to Army Corps MOA

DESCRIPTION: Resolution Authorizing Amendment No. 5 to the Memorandum of Agreement (MOA) with the U.S. Army Corps of Engineers for Expedited and Priority Review of District Permitting Projects, for an Additional \$125,000 and a New Not to Exceed Total of \$715,000 and Extending the MOA Through December 31, 2028. Funds for FY25 are Budgeted in the Non-Personnel Expenses.

Environmental Conservation

**2025-055**

SUBJECT: Amendment No. 10 with UC Regents for Sea Grant Fellows

DESCRIPTION: Resolution Authorizing Amendment No. 10 to the agreement with the Regents of the University of California to extend the current 2024 Sea Grant Fellow for four months for an additional \$26,786, for a new not to exceed total of \$1,098,261. Funds for Fiscal Year 2025 have been budgeted.

Environmental Conservation

**2025-053**

SUBJECT: Continuance of a Local Emergency - Caulerpa Prolifera

DESCRIPTION: Adopt a Resolution Proclaiming the Continuance of a Local Emergency Due to the Presence of an Invasive Algae Caulerpa Prolifera

Environmental Conservation

**2025-054**

SUBJECT: Continuance of a Local Emergency – Tijuana River Valley Pollution Crisis

DESCRIPTION: Adopt a Resolution Proclaiming the Continuance of a Local Emergency Relating to the On-Going Tijuana River Valley Transboundary Pollution Crisis

Environmental Protection

## **ACTION AGENDA**

### **2025-085**

SUBJECT: Coronado Yacht Club Preliminary Project Review for Proposed Redevelopment

DESCRIPTION: (A) Receive Preliminary Project Review Presentation for the Proposed Redevelopment of the Coronado Yacht Club at 1631 Strand Way in Coronado; and (B) Resolution Authorizing Staff to Commence Environmental Review in Accordance with the California Environmental Quality Act for the Proposed Project  
Real Estate

### **2025-023**

SUBJECT: Review and Consideration of Draft Proposed Board Agenda for the April 8, 2025 Meeting  
Office of the District Clerk