



THE MITCHELL LAW FIRM, LLP

To: Board of Commissioners, Crescent City Harbor District
From: Ryan T. Plotz, District Counsel
Date: December 9, 2025
Re: Status of Faithful Performance Bonds

I. RECOMMENDATION

Receive and file this report.

II. EXECUTIVE SUMMARY

This staff report provides an update regarding the District's faithful performance bonds for Harbor Commissioners pursuant to Harbors & Navigation Code § 6056.

At the December 9, 2025, Del Norte County Board of Supervisors meeting, statements were made suggesting that the District had not responded to County inquiries concerning Commissioner bonding. A review of the District's records demonstrates that District staff and District Counsel have been responsive and engaged with County staff since October 2025.

This report also clarifies that materials submitted by Commissioner Nehmer included (1) an outdated May 2025 email from Nationwide later superseded by a correction in September 2025, and (2) an incomplete version of the District's bond policy that omitted pages containing the faithful performance endorsement. These omissions appear to have contributed to confusion regarding the District's bond coverage.

Following the Board of Supervisors meeting, District Counsel contacted County Counsel by phone to clarify outstanding issues and conveyed the District's expectation that approval of the District's existing bond policy be placed as an item on the Board of Supervisors' next meeting agenda in January.

It should also be noted that, although County Counsel indicated during the Board of Supervisors meeting that she had attempted to contact Harbormaster Rademaker about the bonds, District staff was not able to locate any such communication, and Mr. Rademaker confirms that all communication regarding the bonds occurred through Ms. Moreno or District Counsel.

III. BACKGROUND

Harbors & Navigation Code § 6056 requires each Commissioner, upon taking office, to file a faithful performance bond in the sum of \$5,000. The bonds must be approved by the County Board of Supervisors.



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The District maintains a bond issued through Nationwide Mutual Insurance Company that has included faithful performance coverage for Commissioners since 2012. In October 2025, District staff initiated the process of submitting bonding documentation to the County for approval.

IV. TIMELINE OF COMMUNICATIONS AND EVENTS

- **May 12, 2025:** Nationwide representative Kyle Huntrod sends an email to Commissioner Nehmer, stating, “The current bond does NOT cover faithful performance but we can add that for an additional 25% of premium.”
- **September 3, 2025:** Fiscal Officer Moreno emails Mr. Huntrod seeking clarification of the bond status.
- **September 4, 2025:** Nationwide representative Cara Buljubasic emails Ms. Moreno stating, in pertinent part, the following: “After some research, it looks like the Faithful Performance was added to the bond and the covered employee’s were updated to Commissioners (5), Harbor Master, Bookkeeper & Officer Clerk effective 3/12/2012.”
- **September 9, 2025:** Fiscal Officer Moreno provides an update to the Board of Commissioners during a special meeting.
- **October 6, 2025:** Ms. Moreno emailed County staff member Kylie Goughnour requesting that the Board of Supervisors approve the District’s faithful performance bonds in accordance with Harbors & Navigation Code § 6056.
- **October 7, 2025:** Ms. Goughnour emailed Ms. Moreno requesting that District Counsel coordinate directly with County Counsel regarding the bonds.
- **November 5, 2025:** Ms. Moreno emailed Ms. Goughnour stating: “We did reach out to our counsel and our insurance agent and both expressed their belief that the bond provided for BOS approval provides the coverage as required by the Harbors and Navigation Code. Trust this confirmation will allow for the bond to be placed on the upcoming BOS agenda. Please let me know if you have any questions or require additional documentation.”
- **November 5, 2025:** District Counsel emailed County Counsel, stating: “Hope all is well. I understand your office has concerns about the District’s faithful performance bonds. Let me know what the concerns are, and I can try to address.”
- **November 5, 2025:** County Counsel emailed District Counsel stating that it was her understanding that each Commissioner was required to post an individual bond.
- **December 5, 2025:** County Counsel emailed District Counsel indicating that Commissioner Nehmer had placed her own faithful performance bond on the BOS agenda for approval and requested any information District Counsel could provide.
- **December 5, 2025:** District Counsel responded:



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“The District’s policy covers the faithful performance of its officers, including the Commissioners, at the \$5,000 statutory limits. I see this policy as compliant with the H&N Code. Do you have a particular objection to the policy? Lumping the faithful performance indemnity with other E&O type insurance is common in my experience.”

- **December 8, 2025:** County Counsel responded, indicating she had no objection to the policy but noted an email from a Nationwide representative stating that faithful performance bonds were not part of the policy.
- **December 8, 2025:** District Counsel replied, explaining uncertainty as to why the Nationwide representative made that statement, and provided the complete policy, noting that the endorsements addressing faithful performance bonds appear on pages 12 and 13. District Counsel also provided the District’s insurance broker’s written opinion confirming that the bonds are in place for all Commissioners.
- **December 8, 2025:** County Counsel responded, asking whether the 2009 policy was still in force and commenting that “if [Commissioner Nehmer] wants her own, then not sure there is an issue.”
- **December 8, 2025:** District Counsel responded:
“I agree; just concerned that there may be an implication to the BOS that the rest of the Commissioners do not have appropriate bonds in place.”
- **December 8, 2025:** County Counsel subsequently noted that the insurance policy submitted by Commissioner Nehmer to the County did not include pages 10–15 of the District’s policy, including pages 12 and 13, which address faithful performance bonds.

V. SUMMARY OF COVERAGE

The District’s faithful performance bond is provided through Nationwide Mutual Insurance Company:

- Policy No.: BD 7900670457
- Issued: March 18, 2009
- Duration: “Until cancelled”
- Key Endorsement:
 - Covers failure of any employee or official to faithfully perform his or her duties.
 - Includes indemnification for officials legally required to provide faithful performance bonds.



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- Pages 12–13 list all five Commissioners among the covered officials.

Insurance Broker Confirmation

The District's broker, Chris Dufour (Leavitt Group), confirmed in writing that:

- Faithful performance coverage was added to the District's policy in 2012;
- Coverage remains in place for all Commissioners; and
- The policy satisfies the requirements of Harbors & Navigation Code § 6056.

Nationwide Clarification

As noted above, Nationwide clarified its earlier communication regarding the bonds and confirmed our broker's opinion that the faithful performance bonds were added to the policy in 2012.

VI. ADDITIONAL CLARIFICATIONS REGARDING MATERIALS SUBMITTED TO THE COUNTY BY COMMISSIONER NEHMER

Two issues arose from materials submitted by Commissioner Nehmer to the Board of Supervisors that appear to have contributed to confusion regarding the bond status.

1. Outdated Nationwide Email Included in Packet

Commissioner Nehmer's packet included a May 2025 email from Nationwide representative Kyle Huntrod stating that the District did not have faithful performance bonds for Commissioners.

However:

- In September 2025, Nationwide issued a correction, stating the May communication was incorrect;
- Nationwide confirmed that the District's faithful performance bonds were added to the policy in 2012 and remain in effect; and
- Per Ms. Moreno, this corrected information was previously provided to the Board of Commissioners.

2. Incomplete Bond Policy Submitted

The bond policy included in Commissioner Nehmer's packet to the Board of Supervisors omitted pages 10–16, which are critical because:



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- Pages 12 and 13 contain the endorsement establishing faithful performance bond coverage;
- Without these pages, the bonding status appears incomplete or unclear.

District Counsel provided the full, correct policy to County Counsel on December 8, 2025.

IX. CONCLUSION

Per our Insurance Broker's confirmation, the District maintains a valid faithful performance bond covering all Commissioners, consistent with statutory requirements under Harbors & Navigation Code § 6056.

District staff and counsel have been responsive throughout this process and have taken proactive steps—including direct communication with County Counsel—to clarify misunderstandings arising from incomplete or outdated materials.

Staff remains available to provide any further documentation needed to complete the County's review and approval of the District's bonding policy.

X. NEXT STEPS

District Counsel intends to work with County Counsel to provide the County the bonds in a form and format acceptable to the County Clerk/Recorder.

District Counsel asked that the Board of Supervisors place approval of the District's bonds on its next agenda so that this process may be considered complete and the record clarified as to current status.

Attachments

- Nationwide Email Correspondence
- District Counsel email correspondence with County Counsel
- Bond Policy



RE: Re: Crescent City Harbor District 7900670457 CA Govt Employee Theft Per Loss

From Huntrod, Kyle <HUNTROK@nationwide.com>

Date Fri 8/29/2025 11:49 AM

To Annie Nehmer <anehmer@ccharbor.com>

I don't believe we received a reply back so coverage was not added



Kyle Huntrod

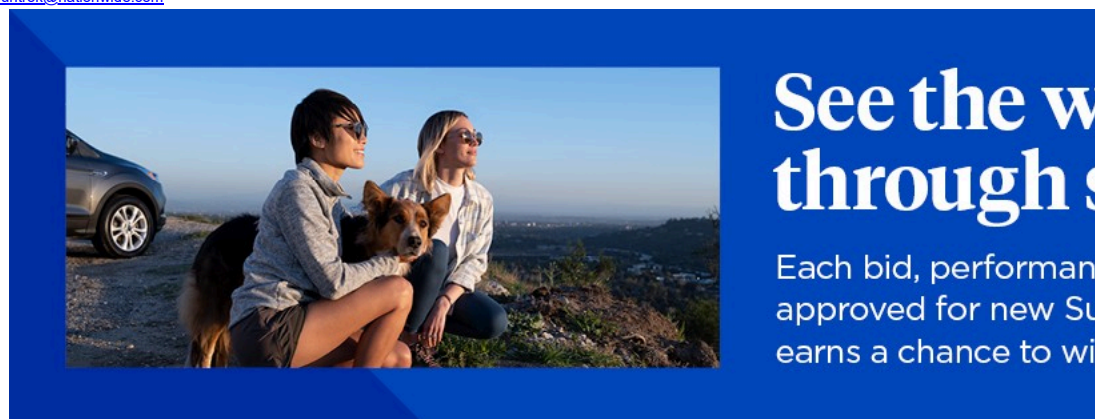
Territory Manager-Business Development

Proud Nationwide Member

Surety

866-387-0457 x 508-6433

Huntrok@nationwide.com



From: Annie Nehmer <anehmer@ccharbor.com>

Sent: Friday, August 29, 2025 12:53 PM

To: Huntrod, Kyle <HUNTROK@nationwide.com>

Subject: [EXTERNAL] Re: Crescent City Harbor District 7900670457 CA Govt Employee Theft Per Loss

Nationwide Information Security Warning: This is an **EXTERNAL** email. Use **CAUTION** before clicking on links, opening attachments, or responding.

(Sender: anehmer@ccharbor.com)

Re: Crescent City Harbor District 7900670457

Kyle,

On May 12, 2025, you replied to my request asking if the bond currently in place covered faithful performance. I forwarded your email to Harbor District staff, requesting this coverage be added. Please verify if this faithful performance coverage has been added.

Thank you,

Annie Nehmer
Harbor Commissioner

Hello,

The current bond does NOT cover faithful performance but we can add that for an additional 25% of premium. Would be \$306 from \$245

Let me know, thank you

Kyle Huntrod

Sr Underwriter-Business Development

Proud Nationwide Member

Surety

866-387-0457 x 508-6433

Huntrok@nationwide.com

From: Huntrod, Kyle <HUNTROK@nationwide.com>

Sent: Monday, May 12, 2025 8:58 AM

To: Annie Nehmer <anehmer@ccharbor.com>

Subject: Crescent City Harbor District 7900670457 CA Govt Employee Theft Per Loss

Hello,

The current bond does NOT cover faithful performance but we can add that for an additional 25% of premium. Would be \$306 from \$245

Let me know, thank you



Kyle Huntrod

Sr Underwriter-Business Development

Proud Nationwide Member

Surety

866-387-0457 x 508-6433

Huntrok@nationwide.com



Re: QUESTION - Crescent City Harbor District Bond#7900670457

From Sandy Moreno <smoreno@ccharbor.com>

Date Thu 9/4/2025 10:47 AM

To Buljubasic, Cara <buljuc1@nationwide.com>

Cc Huntrod, Kyle <HUNTROK@nationwide.com>; Chris Dufour <chris-dufour@leavitt.com>

Thank you for this information.

Please update the names of the Commissioners, eff 12/1/24 to :

Gerhard Weber

Annie Nehmer

John Evans

Rick Shepherd

Dan Schmidt

Thank you,

Sandy Moreno

From: Buljubasic, Cara <buljuc1@nationwide.com>

Sent: Thursday, September 4, 2025 10:37 AM

To: Sandy Moreno <smoreno@ccharbor.com>

Cc: Huntrod, Kyle <HUNTROK@nationwide.com>

Subject: RE: QUESTION - Crescent City Harbor District Bond#7900670457

Good Afternoon!

After some research, it looks like Faithful Performance was added to the bond and the covered employee's were updated to Commissioners (5), Harbor Master, Bookkeeper & Office Clerk effective 3/12/2012.

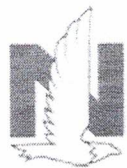
Then effective August 6, 2012 we also added a Losee Payee of United State of America Rural Development acting through the Rural Housing Service.

I've attached the full bond file with the original bond as well as those two riders.

Kyle, should I still update the premium to \$306 or is there additional premium owed for the loss payee? Looks like we might need to update the number of employees covered as well. Right now I'm showing we're only charging for 5 in SuretyChoice.

Please review and advise if there's any changes needing to be made or if there's anything I need to do on our end.

Thank you,



Nationwide
is on your side

Cara Buljubasic

CL Lead, Customer Service Rep

Surety & Fidelity

866-387-0457

buljuc1@nationwide.com

From: Sandy Moreno <smoreno@ccharbor.com>

Sent: Wednesday, September 3, 2025 9:50 AM

To: Huntrod, Kyle <HUNTROK@nationwide.com>

Cc: Mike Rademaker <mrademaker@ccharbor.com>

Subject: [EXTERNAL] Crescent City Harbor District Bond#7900670457

Nationwide Information Security Warning: This is an **EXTERNAL** email. Use **CAUTION** before clicking on links, opening attachments, or responding. (**Sender:** smoreno@ccharbor.com)

Good morning Kyle,

In a previous email to Commissioner Nehmer you confirmed that our current bond does not include the "faithful performance" language as required. As quoted in your August 29, 2025 email to her, please add this language for an additional fee of \$61.00.

Once completed (and payment received?) please forward a fully executed bond so that I can present it to the Del Norte County Board of Supervisors for approval.

Appreciate your assistance in this regard. Please let me know if you have any questions or require additional documentation.

Best regards,

Sandy Moreno, Fiscal Officer
707.954.3161

From: [Sandy Moreno](#)
To: [Kylie Goughnour](#)
Cc: [Mike Rademaker](#); [Ryan Plotz](#)
Subject: Re: Crescent City Harbor District Fidelity Bond for BOS Approval
Date: Wednesday, November 5, 2025 9:38:53 AM

Hi Kylie,

We did reach out to our counsel and our insurance agent and both expressed their belief that the bond provided for BOS approval provides the coverage as required by the Harbors and Navigation Code. Trust this confirmation will allow for the bond to be placed on the upcoming BOS agenda. Please let me know if you have any questions or require additional documentation.

Best regards,

Sany Morenodd

From: Kylie Goughnour <kylie.goughnour@co.del-norte.ca.us>
Sent: Tuesday, November 4, 2025 9:10 AM
To: Sandy Moreno <smoreno@ccharbor.com>
Subject: Re: Crescent City Harbor District Fidelity Bond for BOS Approval

Good morning Sandy,

Did you want me to mail the packet back to you or what did your Counsel state about our concerns?

Let me know,

-Kylie

On Tue, Oct 7, 2025 at 9:39 AM Kylie Goughnour <kylie.goughnour@co.del-norte.ca.us> wrote:

Hi Sandy,

Our Counsel is stating you need to reach out to your Counsel to get clarification on this item because the section you are referring to is for "Commissioner Bonds"

On Mon, Oct 6, 2025 at 9:46 PM Sandy Moreno <smoreno@ccharbor.com> wrote:

Hello Kylie,

Per Harbor and Navigation Code 6056, Crescent City Harbor District's Fidelity Bond, with "faithful performance" language included, is subject to approval by the Del Norte County Board of Supervisors. Accordingly, please find attached a copy of our formal letter requesting to have this item placed on your agenda and the aforementioned Fidelity Bond.

I believe you need an original wet copy signature letter to proceed. Is this correct? I can drop off on Tuesday morning if so.

Appreciate your time and assistance in this matter. Please let me know if you have any questions or require additional documentation.

Best regards,

Sandy Moreno,
Contract Fiscal Officer
707.954.3161

--



Kylie Goughnour
Administrative Services Coordinator
Del Norte County, California
707-464-7214
981 H ST, Suite 210
Crescent City, CA 95531

"Life is better when you're laughing"

--



Kylie Goughnour
Administrative Services Coordinator
Del Norte County, California
707-464-7214
981 H ST, Suite 210
Crescent City, CA 95531

"Life is better when you're laughing"

Ryan Plotz

From: Jacqueline Roberts <jacqueline.roberts@co.del-norte.ca.us>
Sent: Monday, December 8, 2025 11:05 AM
To: Ryan Plotz
Subject: Re: Harbor District Faithful Performance Bonds
Attachments: Blanket O bond_Annie's Attachment to BOS.pdf

Attached is the Insurance Policy that Annie included in her BOS Report. It does not include pages 10-15....

On Mon, Dec 8, 2025 at 9:18 AM Ryan Plotz <RPlotz@mitchelllawfirm.com> wrote:

I agree; just concerned that there may be an implication to the BOS that the rest of the Commissioners do not have appropriate bonds in place.

Ryan T. Plotz

THE MITCHELL LAW FIRM, LLP

P.O. Drawer 1008

426 First Street

Eureka, CA 95501

Phone: (707) 443-5643

Fax: (707) 444-9586

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From: Jacqueline Roberts <jacqueline.roberts@co.del-norte.ca.us>
Sent: Monday, December 8, 2025 9:16 AM
To: Ryan Plotz <RPlotz@mitchelllawfirm.com>
Subject: Re: Harbor District Faithful Performance Bonds

Maybe there is uncertainty as to whether the from 2009 is still in effect and maybe that is the issue? I'm not sure. At the end of the day, if Annie wants her own, then not sure there is an issue.

Jacqueline Stella Roberts

County Counsel

County of Del Norte

981 H Street, Suite 220

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On Mon, Dec 8, 2025 at 9:09 AM Ryan Plotz <RPlotz@mitchelllawfirm.com> wrote:

Jacqueline,

I do not understand why the Nationwide rep would state that in his email. The policy (attached) at pages 12 and 13 clearly provides this coverage and our broker confirmed. Our broker provided us with the following on October 20, 2025:

“Harbors and Navigation Code section 6056 states “Each Commissioner upon taking the oath of office, and for each term, shall file with the county elections official of the county in which the district is situated, a bond in the sum of five thousand dollars (\$5,000), made payable to the district and conditioned on the faithful performance of his or her duties; the bonds are subject to approval by the board of the supervisors of the county.”

This bond is for the faithful performance of the commissioners. The current bond in place covers whomever is commissioner at the time and has the following endorsement: Faithful performance of Duty. So this bond should be sufficient as it is covering what is asked by the 6056 Code. That endorsement is on page 12 of the bond.

Any other questions please let me know.

Regards,

Chris

Chris Dufour, CIC, CRM

OR License # 6245726

CA License # 0G31723

Co-Owner



CA License # 0C66788

[700 East Main Suite 101](#) | [Medford, OR 97504](#)

Direct: 541-326-0638 | Fax: 541-479-2669

Cell: 541-973-7735

--END

Please let me know if you need anything further. Thanks

Ryan T. Plotz

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From: Jacqueline Roberts <jacqueline.roberts@co.del-norte.ca.us>

Sent: Friday, December 5, 2025 2:28 PM

To: Ryan Plotz <RPlotz@mitchelllawfirm.com>

Subject: Re: Harbor District Faithful Performance Bonds

This is what is included in the BOS report

On Fri, Dec 5, 2025 at 2:27 PM Jacqueline Roberts <jacqueline.roberts@co.del-norte.ca.us> wrote:

I do not, if that is the case. I guess I am confused because the insurance agent states that it is not covered.

On Fri, Dec 5, 2025 at 2:22 PM Ryan Plotz <RPlotz@mitchelllawfirm.com> wrote:

Jacqueline,

The District's policy covers the faithful performance of its officers, including the Commissioners, at the \$5,000 statutory limits. I see this policy as compliant with the H&N Code.

Do you have a particular objection to the policy? Lumping the faithful performance indemnity with other E&O type insurance is common in my experience.

Thanks.

Ryan T. Plotz

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From: Jacqueline Roberts <jacqueline.roberts@co.del-norte.ca.us>

Date: Friday, December 5, 2025 at 1:50 PM

To: Ryan Plotz <RPlotz@mitchelllawfirm.com>

Subject: Re: Harbor District Faithful Performance Bonds

Ryan,

I wanted to follow up with this because Annie Nehmer has an item on the BOS agenda for the BOS to approve her Faithful Performance Bond under Harbors and Navigation Code Section 6056. According to her BOS report, she obtained her own bond because the Harbor's blanket "O" Bond did not cover commissioner performance obligations. She has emails with Nationwide (who covers the Harbor) that confirms this and, despite her requests that the Harbor add coverage they have not.

I just wanted to bring this to your attention because we have never seen this situation before and I imagine that there will be questions from our BOS about it. I was wondering if you have any other information that you can provide.

Thanks,

On Wed, Nov 5, 2025 at 2:54 PM Jacqueline Roberts <jacqueline.roberts@co.del-norte.ca.us> wrote:

The info sent over cites Harbors and navigation code section 6056, which references commission members not the commission as a whole, and states each one has to put up their own bond. See below.

6056. Each commissioner upon taking the oath of office, and for each term, shall file with the county elections official of the county in which the district is situated, a bond in the sum of five thousand dollars (\$5,000), made payable to the district and conditioned on the faithful performance of his or her duties; the bonds are subject to approval by the board of supervisors of the county.

Jacqueline Stella Roberts

County Counsel

County of Del Norte

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On Wed, Nov 5, 2025 at 1:11 PM Ryan Plotz <RPlotz@mitchelllawfirm.com> wrote:

Jacqueline,

Hope all is well. I understand your office has concerns about the District's faithful performance bonds. Let me know what the concerns are, and I can try to address. Thanks.

Ryan T. Plotz

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County Counsel

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Jacqueline Stella Roberts
County Counsel
County of Del Norte

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Allied Insurance

a Nationwide® company
On Your Side®

CRIME POLICY DECLARATIONS FORM A

This Policy consists of this Declarations Form, the Common Policy Conditions, the Crime General Provisions Form and the Coverage Forms indicated as applicable.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THE POLICY.

POLICY NO. Bd 7900670457

NATIONWIDE MUTUAL INSURANCE COMPANY AGENCY: Northwest Insurance

1. NAMED INSURED Crescent City Harbor District
2. MAILING ADDRESS 101 Citizens Dock Road
Crescent City, CA 95531
3. POLICY PERIOD: From March 18, 2009 To Continuous until cancelled
(12:01 A.M. Standard Time at your mailing address shown above)

4. COVERAGE, LIMITS OF INSURANCE AND DEDUCTIBLE

Coverage Forms Forming Part of This Policy	Limit of Insurance	Deductible Amount
Form O Blanket Bd 501 (06-97) 00	\$50,000.00	NIL

5. ENDORSEMENTS FORMING PART OF THIS POLICY WHEN ISSUED:

Bd 507 (11-99) 00 Bd 537 (10-90) 00 Bd 378 (11-99) 00

6. CANCELLATION OF PRIOR INSURANCE: By acceptance of this Policy you give us notice canceling prior policy or bond Nos. N/A

the cancellation to be effective at the time this Policy becomes effective.

Dated this 19th day of March, 2009.

NATIONWIDE MUTUAL INSURANCE COMPANY

Patricia P. Hatter

SENIOR VICE PRESIDENT,
GENERAL COUNSEL AND SECRETARY

PRESIDENT

COUNTERSIGNED _____ BY _____
(Date) (Authorized Representative)

COMMON POLICY CONDITIONS

All Coverage Parts included in this Policy are subject to the following conditions.

A. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. PREMIUMS

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**CRIME GENERAL PROVISIONS
(LOSS SUSTAINED FORM)**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Words and phrases in quotation marks are defined in the policy.

Unless stated otherwise in any Crime Coverage Form, Declarations or endorsement, the following General Exclusions, General Conditions and General Definitions apply to all Crime Coverage Forms forming part of this policy.

A. GENERAL EXCLUSIONS

We will not pay for loss as specified below:

1. Acts Committed by You or Your Partners:

Loss resulting from any dishonest or criminal act committed by you or any of your partners whether acting alone or in collusion with other persons.

2. Governmental Action: Loss resulting from seizure or destruction of property by order of governmental authority.

3. Indirect Loss: Loss that is an indirect result of any act or "occurrence" covered by this insurance including, but not limited to, loss resulting from:

- a. Your inability to realize income that you would have realized had there been no loss of, or loss from damage to, Covered Property.
- b. Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this insurance.
- c. Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this insurance.

4. Legal Expenses: Expenses related to any legal action.

5. Nuclear: Loss resulting from nuclear reaction, nuclear radiation or radioactive contamination, or any related act or incident.

6. War and Similar Actions: Loss resulting from war, whether or not declared, warlike action, insurrection, rebellion or revolution, or any related act or incident.

B. GENERAL CONDITIONS

1. Concealment, Misrepresentation or Fraud:

This insurance is void in any case of fraud by you as it relates to this insurance at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This insurance;
- b. The Covered Property;
- c. Your interest in the Covered Property; or
- d. A claim under this insurance.

2. Consolidation-Merger: If through consolidation or merger with, or purchase or acquisition of assets of, some other entity:

- a. Any additional persons become "employees"; or
- b. You acquire the use and control of any additional "premises";

any insurance afforded for "employees" or "premises" also applies to those additional "employees" and "premises", for a period of 60 days after the effective date of such consolidation, merger, or purchase or acquisition of assets or liabilities.

You must give us written notice within this 60 day period and obtain our written consent to extend this insurance to such additional "employees" or "premises". Upon obtaining our written consent, you must pay us an additional premium.

If you fail to notify us in writing within this 60 day period, then this insurance shall automatically terminate as to such additional "employees" or "premises".

3. Coverage Extensions: Unless stated otherwise in the Coverage Form, our liability under any Coverage Extension is part of, not in addition to, the Limit of Insurance applying to the Coverage or Coverage Section.

4. Duties in the Event of Loss: After you discover a loss or a situation that may result in loss of, or loss from damage to, Covered Property you must:

- a. Notify us as soon as possible.
- b. Submit to examination under oath at our request and give us a signed statement of your answers.
- c. Give us a detailed, sworn proof of loss within 120 days.

- d. Cooperate with us in the investigation and settlement of any claim.
- 5. **Extended Period to Discover Loss:** We will pay only for covered loss discovered no later than 1 year from the end of the Policy Period.
- 6. **Joint Insured:**
 - a. If more than one Insured is named in the Declarations, the first named Insured will act for itself and for every other Insured for all purposes of this insurance. If the first named Insured ceases to be covered, then the next named Insured will become the first named Insured.
 - b. If any Insured or partner or officer of that Insured has knowledge of any information relevant to this Insurance, that knowledge is considered knowledge of every Insured.
 - c. An "employee" of any Insured is considered to be an "employee" of every Insured.
 - d. If this insurance or any of its coverages is cancelled or terminated as to any Insured, loss sustained by that Insured is covered only if discovered no later than 1 year from the date of that cancellation or termination.
 - e. We will not pay more for loss sustained by more than one Insured than the amount we would pay if all the loss had been sustained by one Insured.
- 7. **Legal Action Against Us:** You may not bring any legal action against us involving loss:
 - a. Unless you have complied with all the terms of this insurance; and
 - b. Until 90 days after you have filed proof of loss with us; and
 - c. Unless brought within 2 years from the date you discover the loss.
- 8. **Liberalization:** If we adopt any revision that would broaden the coverage under this insurance without additional premium within 45 days prior to or during the Policy Period, the broadened coverage will immediately apply to this insurance.
- 9. **Loss Covered Under More Than One Coverage of This Insurance:** If two or more coverages of this insurance apply to the same loss, we will pay the lesser of:
 - a. The actual amount of loss; or
 - b. The sum of the Limits of Insurance applicable to those coverages.

10. Loss Sustained During Prior Insurance

- a. If you, or any predecessor in interest, sustained loss during the period of any prior insurance that you or the predecessor in interest could have recovered under that insurance except that the time within which to discover loss had expired, we will pay for it under this insurance, provided:
 - (1) This insurance became effective at the time of cancellation or termination of the prior insurance; and
 - (2) The loss would have been covered by this insurance had it been in effect when the acts or events causing the loss were committed or occurred.
- b. The insurance under this condition is part of, not in addition to, the Limits of Insurance applying to this insurance and is limited to the lesser of the amount recoverable under:
 - (1) This insurance as of its effective date; or
 - (2) The prior insurance had it remained in effect.

11. Loss Covered Under This Insurance and Prior Insurance Issued by Us or Any Affiliate: If any loss is covered:

- a. Partly by this insurance; and
- b. Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest;

the most we will pay is the larger of that amount recoverable under this insurance or the prior insurance.

Regardless of the number of years this insurance remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.

12. Other Insurance: This insurance does not apply to loss recoverable or recovered under other insurance or indemnity. However, if the limit of the other insurance or indemnity is insufficient to cover the entire amount of the loss, this insurance will apply to that part of the loss, other than that falling within any Deductible Amount, not recoverable or recovered under the other insurance or indemnity. However, this insurance will not apply to the amount of loss that is more than the applicable Limit of Insurance shown in the Declarations.

13. Ownership of Property; Interests Covered: The property covered under this insurance is limited to property:

- a. That you own or hold; or
- b. For which you are legally liable.

However, this insurance is for your benefit only. It provides no rights or benefits to any other person or organization.

14. Policy Period:

- a. The Policy Period is shown in the Declarations.
- b. Subject to the Loss Sustained During Prior Insurance condition, we will pay only for loss that you sustain through acts committed or events occurring during the Policy Period.

15. Records: You must keep records of all Covered Property so we can verify the amount of any loss.

16. Recoveries:

a. Any recoveries, less the cost of obtaining them, made after settlement of loss covered by this insurance will be distributed as follows:

- (1) To you, until you are reimbursed for any loss that you sustain that exceeds the Limit of Insurance and the Deductible Amount, if any;
- (2) Then to us, until we are reimbursed for the settlement made;
- (3) Then to you, until you are reimbursed for that part of the loss equal to the Deductible Amount, if any.

b. Recoveries do not include any recovery:

- (1) From insurance, suretyship, reinsurance, security or indemnity taken for our benefit; or
- (2) Of original "securities" after duplicates of them have been issued.

17. Territory: This insurance covers only acts committed or events occurring within the United States of America, U.S. Virgin Islands, Puerto Rico, Canal Zone, or Canada.

18. Transfer of Your Rights of Recovery Against Others to Us:

You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

19. Valuation - Settlement:

a. Subject to the applicable Limit of Insurance provision we will pay for:

(1) Loss of "money" but only up to and including its face value. We may, at our option, pay for loss of "money" issued by any country other than the United States of America:

- (a) At face value in the "money" issued by that country; or
- (b) In the United States of America dollar equivalent determined by the rate of exchange on the day the loss was discovered.

(2) Loss of "securities" but only up to and including their value at the close of business on the day the loss was discovered. We may, at our option:

(a) Pay the value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

(b) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

i. Value of the "securities" at the close of business on the day the loss was discovered; or

ii. Limit of Insurance.

(3) Loss of, or loss from damage to, "property other than money and securities" or loss from damage to the "premises" for not more than the:

(a) Actual cash value of the property on the day the loss was discovered;

(b) Cost of repairing the property or "premises"; or

(c) Cost of replacing the property with property of like kind and quality.

We may, at our option, pay the actual cash value of the property or repair or replace it.

COMMERCIAL CRIME

If we cannot agree with you upon the actual cash value or the cost of repair or replacement, the value or cost will be determined by arbitration.

- b. We may, at our option, pay for loss of, or loss from damage to, property other than "money";
 - (1) In the "money" of the country in which the loss occurred; or
 - (2) In the United States of America dollar equivalent of the "money" of the country in which the loss occurred determined by the rate of exchange on the day the loss was discovered.
- c. Any property that we pay for or replace becomes our property.

C. GENERAL DEFINITIONS

1. "Employee" means:

- a. Any natural person:
 - (1) While in your service (and for 30 days after termination of service); and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- b. Any natural person who is furnished to you to:
 - (1) substitute for a permanent "employee" on leave, or
 - (2) meet seasonal or short-term workload conditions;

while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the "premises".

But "employee" does not mean any:

- (1) Agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
 - (2) Director or trustee except while performing acts coming within the scope of the usual duties of an employee.
- 2. "Money" means:
 - a. Currency, coins and bank notes in current use and having a face value; and
 - b. Travelers checks, register checks and money orders held for sale to the public.
 - 3. "Property Other Than Money and Securities" means any tangible property other than "money" and "securities" that has intrinsic value but does not include any property listed in any Crime Coverage Form as Property Not Covered.
 - 4. "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;but does not include "money".

COMMERCIAL CRIME

POLICY NO: BD 7900670457

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

EXCLUDE DESIGNATED PERSONS OR CLASSES
OF PERSONS OR EMPLOYEES

This endorsement applies to EMPLOYEE DISHONESTY COVERAGE FORM A or PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O or P.

A. SCHEDULE

Persons or Classes of Persons

Exclude all others except:
Commissioners (5)
Harbor Master

B. PROVISIONS

"Employee" does not include any person named or class of persons shown in the SCHEDULE.

PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM

A. **COVERAGE**

We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Cause of Loss.

1. **Covered Property:** "Money", "securities" and "property other than money and securities".
2. **Covered Cause of Loss:** "Employee dishonesty."
3. **Coverage Extension**
Employees Temporarily Outside Coverage Territory: We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory General Condition for a period not more than 90 days.

B. **LIMIT OF INSURANCE**

The most we will pay for loss in any one "occurrence" is the applicable Limit of Insurance shown in the DECLARATIONS.

C. **DEDUCTIBLE**

1. We will not pay for loss in any one "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the DECLARATIONS. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.
2. You must:
 - a. Give us notice as soon as possible of any loss of the type insured under this Coverage Form even though it falls entirely within the Deductible Amount.
 - b. Upon our request, give us a statement describing the loss.

D. **ADDITIONAL EXCLUSIONS, CONDITIONS AND DEFINITIONS:** In addition to the provisions in the Crime General Provisions Form, this Coverage Form is subject to the following:

1. **Additional Exclusions:** We will not pay for loss or damages as specified below:
 - a. **Employee Cancelled Under Prior Insurance:** loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been cancelled and not reinstated since the last such cancellation.
 - b. **Inventory Shortages:** loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
 - 1) An inventory computation; or
 - 2) A profit and loss computation.
 - c. **Bonded Employee:** loss caused by any "employee" required by law to be individually bonded.
 - d. **Treasurer or Tax Collector:** loss caused by a treasurer or tax collector by whatever name known.
 - e. **Damages:** damages for which you are legally liable as a result of:

- 1) the deprivation or violation of the civil rights of any person by an "employee"; or
- 2) the tortious conduct of an "employee", except conversion of property of other parties held by you in any capacity.

2. **Additional Conditions:**

a. **Cancellation As To Any Employee:**

This insurance is cancelled as to any "employee":

- 1) Immediately upon discovery by you or any official or employee authorized to manage, govern or control your employees, of any dishonest act committed by that "employee" whether before or after becoming employed by you.
- 2) On the date specified in a notice mailed to you. That date will be at least 30 days after the date of mailing.

The mailing of notice to you at the last mailing address known to us will be sufficient proof of notice. Delivery of notice is the same as mailing.

b. **Sole Benefit:** This insurance is for your sole benefit. No legal proceeding of any kind to recover on account of loss under this coverage may be brought by anyone other than you.

c. **Indemnification:** We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through dishonest acts of persons who serve under them, subject to the Limit of Insurance.

3. **Additional Definitions**

a. **"Employee Dishonesty"** in paragraph A.2. means only dishonest acts committed by an "employee", whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

- 1) Cause you to sustain loss; and also
- 2) Obtain financial benefit (other than employee benefits earned in the normal course of employment, including: salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions) for:
 - a) The "employee"; or
 - b) Any person or organization intended by the "employee" to receive that benefit.

b. **"Occurrence"** means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

CALIFORNIA PREMIUM ENDORSEMENT

To be attached to and form part of Bond No. **Bd 7900670457**

in favor of Crescent City Harbor District

It is agreed that:

1. In compliance with the ruling of the Commissioner of Insurance of the State of California and the Opinion of the Attorney-General of that State requiring that the premium for all bonds or policies be endorsed thereon, the basic premium charged for the attached bond for the period

from March 18, 2009

to March 18, 2010

is Fifty Thousand and no/100 Dollars (\$50,000.00).
2. This rider is effective as of noon on March 19, 2009.

Signed, Sealed and Dated this 18th day of March, 2009.

NATIONWIDE MUTUAL INSURANCE COMPANY

By: _____
Amy J. Palmer, Attorney-in-Fact

CALIFORNIA PREMIUM RIDER
FOR USE WITH ALL FORMS OF STANDARD BONDS, TO COMPLY WITH
RULINGS OF THE INSURANCE COMMISSIONER AND THE ATTORNEY-
GENERAL.

REVISED TO AUGUST, 1968.

SR 5862

Bd 378 (11-99) 04

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY
POLICY CHANGE
(LOSS SUSTAINED FORM)

Policy Change No 001

Date of Issue March 18, 2009

Effective Date of Change 12 01 a m March 12, 2012

A SCHEDULE

- 1 The Named Insured is changed to _____
- 2 The following Insured(s) is added as a Named Insured

- 3 The following Insured(s) is deleted as a Named Insured

- 4 The Mailing Address is changed to

- 5 The Policy Period is extended to _____ or reduced to _____
- 6 The following Coverage Form(s) is
 - Added to the Policy
 - Deleted from the Policy
 - Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)

Limit of Insurance				
Coverage Form	Limit of Insurance	or	Section 1	Section 2
_____	\$ _____		\$ _____	\$ _____
_____	_____		_____	_____

Deductible Amount				
Coverage Form	Deductible Amount	or	Section 1	Section 2
_____	\$ _____		\$ _____	\$ _____
_____	_____		_____	_____

- 7 The following Endorsement(s) is
 - Added to the Policy
 - Deleted from the Policy
 - Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)

Limit of Insurance				
Endorsement	Limit of Insurance	or	Section 1	Section 2
BD 549	\$ _____		\$ _____	\$ _____
BD 507	_____		_____	_____

Information required to complete this Schedule if not shown on this Endorsement will be shown in the Declarations

B PROVISIONS

- 1 Application of changes affected by this Endorsement
 - a **Addition of a Deductible or Increase in Deductible Amount** This change applies to loss resulting from acts committed or events occurring at any time whether before or after the Effective Date of Change
 - b **Deletion or Restriction (other than in a above) of any Coverage or Decrease in any Limit of Insurance** This change applies to loss resulting from acts committed or events occurring

- 1) On or after the Effective Date of Change and also
- 2) Before the Effective Date of Change if discovered after one year from that date
- c **All Changes Other Than in a and b Above**
This change applies to loss resulting from acts committed or events occurring on or after the Effective Date of Change
- 2 No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period

NATIONWIDE MUTUAL INSURANCE COMPANY

Patricia A. Hatter

SENIOR VICE PRESIDENT GENERAL COUNSEL AND SECRETARY

By



President

Accepted _____
First Named Insured

Title

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

ADD FAITHFUL PERFORMANCE OF DUTY

This endorsement applies only to PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O or P

PROVISIONS

- 1 The following is added as a Covered Cause of Loss

Failure of any employee to faithfully perform his or her duties as prescribed by law when such failure has as its direct and immediate result a loss of your Covered Property

- 2 The following Additional Exclusion is added

Depository Failure loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible

- 3 Part D 2 a (1) of the Coverage Form is deleted and the following substituted

Immediately upon discovery by you or any official or employee authorized to manage govern or control your employees of any act on the part of an "employee" whether before or after becoming employed by you which would constitute a loss covered under the terms of this Coverage Form as amended by this endorsement

- 4 Part D 2 c of the Coverage Form is deleted and the following substituted

Indemnification We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their service against loss through the failure of any "employee" under the supervision of that official to faithfully perform his or her duties as prescribed by law when such failure has as its direct and immediate result a loss of your Covered Property

COMMERCIAL CRIME

POLICY NO BD 7900670457

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

EXCLUDE DESIGNATED PERSONS OR CLASSES
OF PERSONS OR EMPLOYEES

This endorsement applies to EMPLOYEE DISHONESTY COVERAGE FORM A or PUBLIC EMPLOYEE DISHONESTY COVERAGE FORM O or P

A SCHEDULE

Persons or Classes of Persons

Excluding all except
Commissioners (5)
Harbor Master
Bookkeeper
Office Clerk

B PROVISIONS

Employee does not include any person named or class of persons shown in the SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY
POLICY CHANGE
(LOSS SUSTAINED FORM)

Policy Change No 002

Date of Issue March 18, 2009

Effective Date of Change 12 01 a m August 6, 2012

A SCHEDULE

- 1 The Named Insured is changed to _____
- 2 The following Insured(s) is added as a Named Insured

- 3 The following Insured(s) is deleted as a Named Insured

- 4 The Mailing Address is changed to

- 5 The Policy Period is extended to _____ or reduced to _____
- 6 The following Coverage Form(s) is
 - Added to the Policy
 - Deleted from the Policy
 - Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)

Limit of Insurance				
Coverage Form	Limit of Insurance	or	Section 1	Section 2
_____	\$ _____		\$ _____	\$ _____
_____	_____		_____	_____

Deductible Amount				
Coverage Form	Deductible Amount	or	Section 1	Section 2
_____	\$ _____		\$ _____	\$ _____
_____	_____		_____	_____

- 7 The following Endorsement(s) is
 - Added to the Policy
 - Deleted from the Policy
 - Changed as respects the Limit(s) of Insurance and/or Deductible Amount(s)

Limit of Insurance				
Endorsement	Limit of Insurance	or	Section 1	Section 2
Bd 551(1 89)00	\$ _____		\$ _____	\$ _____
_____	_____		_____	_____

Information required to complete this Schedule if not shown on this Endorsement will be shown in the Declarations

B PROVISIONS

- 1 Application of changes affected by this Endorsement
 - a **Addition of a Deductible or Increase in Deductible Amount** This change applies to loss resulting from acts committed or events occurring at any time whether before or after the Effective Date of Change
 - b **Deletion or Restriction (other than in a above) of any Coverage or Decrease in any Limit of Insurance** This change applies to loss resulting from acts committed or events occurring

- 1) On or after the Effective Date of Change and also
- 2) Before the Effective Date of Change if discovered after one year from that date
- c **All Changes Other Than in a and b Above**
This change applies to loss resulting from acts committed or events occurring on or after the Effective Date of Change
- 2 No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period

Patricia P. Hatler

SENIOR VICE PRESIDENT GENERAL COUNSEL AND SECRETARY

NATIONWIDE MUTUAL INSURANCE COMPANY

By President

Accepted _____
First Named Insured

Title

POLICY NUMBER BD 7900670457

THIS ENDORSEMENT CHANGES THE POLICY PLEASE READ IT CAREFULLY

LOSS PAYABLE

This endorsement applies only to COVERAGE FORM A
COVERAGE FORM O
COVERAGE FORM P

A PROVISIONS

You agree that any loss payable under the Coverage Form indicated above shall be paid to the Loss Payee designated below

United State of Amerca Rural Development acting through the Rural Housing Service
(NAME OF LOSS PAYEE)

430 G Street, Agency 4169 Davis CA 95616
(ADDRESS OF LOSS PAYEE)

and any such payment shall constitute payment to you We agree that we will make all such payments to the Loss Payee and we will not make any payment solely to you unless we receive a request in writing from the Loss Payee to make such payment to you

- B Our liability under the Coverage Form indicated above as extended by this endorsement shall not be cumulative
- C No rights or benefits are bestowed on the Loss Payee other than payment of loss as set forth herein