PORT COMMISSION AGENDA
REGULAR MEETING
APRIL 12, 2017 AT 7:00PM
VENTURA PORT DISTRICT OFFICE
1603 ANCHORS WAY DRIVE, VENTURA, CA

A Closed Session of the Board will be held at 5:30PM at the
Port District Office located at 1603 Anchors Way Drive, Ventura, CA,
to discuss the items on the Attachment to Agenda-
Closed Session Conference with Legal Counsel.

The Board will convene in Open Session at the Port District Office
located at 1603 Anchors Way Drive for its Regular Meeting at 7:00PM.

ADMINISTRATIVE AGENDA:

CALL TO ORDER: By Chairman Ev Ashworth.

PLEDGE OF ALLEGIANCE: By Chairman Ev Ashworth.

ROLL CALL: By the Clerk of the Board.

ADOPTION OF AGENDA (3 minutes)
Consider and approve, by majority vote, minor revisions to agenda items and/or attachments and any
item added to, or removed/continued from the Port Commission’s agenda. Administrative Reports relating
to this agenda and materials related to an item on this agenda submitted after distribution of the agenda
packet are available for public review at the Port District’s office located at 1603 Anchors Way Drive, Ventura, CA during business hours as well as on the District’s website - www.venturaharbor.com (Public Notices). Each item on the agenda shall be deemed to include action by an appropriate motion, resolution or ordinance to take action on any item.

APPROVAL OF MINUTES (3 minutes)
The Minutes of the March 22, 2017 Regular Meeting will be considered for approval.

PUBLIC COMMUNICATIONS (3 minutes)
The Public Communications period is set aside to allow public testimony on items not on today’s agenda. Each person may address the Commission for up to three minutes or at the discretion of the Chair.

CLOSED SESSION REPORT (3 minutes)
Closed Sessions are not open to the public pursuant to the Brown Act. Any reportable actions taken by
the Commission during Closed Session will be announced at this time.

BOARD COMMUNICATIONS (5 minutes)
Port Commissioner’s may present brief reports on port issues, such as seminars, meetings and literature
that would be of interest to the public and/or Commission, as a whole. Port Commissioner’s must provide
a brief summary and disclose any discussions he or she may have had with any Port District Tenants related to Port District business.

STAFF AND GENERAL MANAGER COMMUNICATIONS (5 minutes)
Ventura Port District Staff will update the Commission on important topics if needed.

LEGAL COUNSEL REPORT  (5 minutes)

STANDARD AGENDA:

1) Approval of Professional Services Agreement with Thyssenkrupp Elevators
Recommended Action: Voice Vote.
That the Board of Port Commissioners authorize the General Manager to enter into a $87,616.00 Agreement with Thyssenkrupp Elevators for the 1583 Spinnaker Drive Elevator Modernization Project.

2) Part-Time Marine Safety Officer Job Description
Recommended Action: Voice Vote.
That the Board of Port Commissioners approve the job description for the Part-time Marine Safety Officer and related salary range.

3) Declaration of District Personal Property as Surplus and Disposal of Same
Recommended Action: Voice Vote.
That the Board of Port Commissioners declare certain equipment items as surplus personal property and dispose of it in accordance with Resolution No. 2131.

4) Rejection of All Bids Received for the Phase II Ventura Harbor Village Reroofing Project
Recommended Action: Voice Vote.
That the Board of Port Commissioners reject all bids received for the Phase II Ventura Harbor Village Reroofing Project.

AGENDA PLANNING GUIDE AND REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT

This agenda was posted on Friday, April 7, 2017 by 5:00 p.m. at the Port District Office and on the Internet - www.venturaharbor.com (Port Commission).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Ventura Port District at (805) 642-8538. Notification 48 hours before the meeting will enable the District to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)
ATTACHMENT TO PORT COMMISSION AGENDA
CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL

WEDNESDAY, APRIL 12, 2017

1. Conference with Real Property Negotiators - Per Government Code Section 54956.8:

   a) Property: Parcel 5 and Parcel 8
      Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
      Under Negotiation: Potential Lease Negotiations with H. Parker Hospitality, Pacific Heritage Communities

2. Conference with Legal Counsel - Potential Litigation per Government Code Section 54956.9(d)(4): Two cases.
BOARD OF PORT COMMISSIONERS

APRIL 12, 2017

APPROVAL OF MINUTES
MARCH 22, 2017 MEETING
The Regular Meeting of the Ventura Board of Port Commissioners was called to order by Chairman Ev Ashworth at 7:08PM at the Ventura Port District Office located 1603 Anchors Way Drive, Ventura, CA 93001.

Commissioners Present:
Everard Ashworth, Chairman
Brian Brennan, Vice Chairman
Jim Friedman, Secretary
Bruce E. Smith
Nikos Valance

Commissioners Absent:
None

Port District Staff:
Oscar Peña, General Manager
Brian Pendleton, Business Operations Manager
John Higgins, Harbormaster
Gloria Adkins, Accounting Manager
Frank Locklear, Marina Manager
Joe Gonzalez, Facilities Manager
Robin Baer, Property Manager
Richard Parsons, Consultant
Jessica Rauch, Clerk of the Board

Legal Counsel:
Timothy Gosney
Dominic Nunneri

AGENDA

CALL TO ORDER: By Chairman Ev Ashworth at 7:08PM.

PLEDGE OF ALLEGIANCE: By Commissioner Brennan.

ROLL CALL: All Commissioners were present.

ADOPTION OF AGENDA

ACTON: Commissioner Brennan moved, seconded by Commissioner Friedman and carried by a vote of 5-0 to adopt the March 22, 2017 agenda.

APPROVAL OF MINUTES

The Minutes of February 22, 2017 Regular meeting were considered as follows:

ACTION: Commissioner Brennan moved, seconded by Commissioner Friedman and carried by a vote of 5-0 to approve the minutes of the February 22, 2017 Regular Meeting.

PUBLIC COMMUNICATIONS: Andy Fernandez spoke about his concept for the Coffee Dock and Post space.
CLOSED SESSION REPORT: Mr. Gosney stated that the Board met in closed session; discussed and reviewed all items on the closed session agenda. However, the Commission will reconvene after open session for more discussion. Staff was given instructions on how to proceed as appropriate and there was no action taken that is reportable under The Brown Act.

BOARD COMMUNICATIONS: Commissioner Ashworth reported that he met with the Pacific Heritage Communities with Mr. Peña on their RFP elements. He also mentioned that the VSE Workshop 3 was last week and talked about his time in Washington D.C. for CMANC and VSE.

STAFF COMMUNICATIONS: Mr. Peña mentioned that Mermaid Madness has been going well. Mr. Parsons updated the Commission on Phase 3 and dredging.

LEGAL COUNSEL REPORT: None.

CONSENT AGENDA:

A) Approval of Office Lease Amendment for GSA National Park Service
Recommended Action: Voice Vote.
That the Board of Port Commissioners approve lease amendment #5 to extend the lease of Block A and Block D between the Ventura Port District dba Ventura Harbor Village and GSA/National Park Service, for the premises located at 1431 Spinnaker Drive and 1691 Spinnaker Drive #204, 206, 208,101B and 103.

ACTION: Commissioner Friedman moved, seconded by Commissioner Smith and carried by a vote of 5-0 to approve lease amendment #5 to extend the lease of Block A and Block D between the Ventura Port District dba Ventura Harbor Village and GSA/National Park Service, for the premises located at 1431 Spinnaker Drive and 1691 Spinnaker Drive #204, 206, 208,101B and 103.

B) Approval of New Office Lease Agreement for Ken Caparoni dba Ken Caparoni State Farm Agent
Recommended Action: Voice Vote.
That the Board of Port Commissioners approve a new Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Ken Caparoni dba Ken Caparoni State Farm Agent for the premises located at 1583 Spinnaker Drive #210 consisting of a total of 637 square feet for a three year term.

ACTION: Commissioner Friedman moved, seconded by Commissioner Smith and carried by a vote of 5-0 to approve a new Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Ken Caparoni dba Ken Caparoni State Farm Agent for the premises located at 1583 Spinnaker Drive #210 consisting of a total of 637 square feet for a three year term.
C) Approval of Charter, Retail and Dock Lease Agreement for Island Packers, Corp.  
Recommended Action: Voice Vote.  
That the Board of Port Commissioners approve a new Charter, Retail & Dock Lease Agreement between the Ventura Port District dba Ventura Harbor Village and The Island Packers, Corp dba Island Packers, Corp for the premises located at 1591 Spinnaker Drive #105B consisting of a total of 2,666 square feet for a five-year term with a four year option to extend.

ACTION: Commissioner Friedman moved, seconded by Commissioner Smith and carried by a vote of 5-0 to approve a new Charter, Retail & Dock Lease Agreement between the Ventura Port District dba Ventura Harbor Village and The Island Packers, Corp dba Island Packers, Corp for the premises located at 1591 Spinnaker Drive #105B consisting of a total of 2,666 square feet for a five-year term with a four year option to extend.

D) Approval of Out of Town Travel Requests  
Recommended Action: Voice Vote.  
That the Board of Port Commissioners approve two out of town travel requests for Harbormaster, John Higgins.

ACTION: Commissioner Friedman moved, seconded by Commissioner Smith and carried by a vote of 5-0 to approve two out of town travel requests for Harbormaster, John Higgins.

E) Approval of Sublease between SHM Ventura Isle, LLC dba Ventura Isle Marina and Ventura County Shuttle, Inc.  
Recommended Action: Voice Vote.  
That the Board of Port Commissioners approve a one year Sublease between SHM Ventura Isle, LLC dba Ventura Isle Marina and Ventura County Shuttle, Inc.

ACTION: Commissioner Friedman moved, seconded by Commissioner Smith and carried by a vote of 5-0 to approve a one year Sublease between SHM Ventura Isle, LLC dba Ventura Isle Marina and Ventura County Shuttle, Inc.

STANDARD AGENDA:

1) Approval of Financial Statement and Checks  
Recommended Action: Roll Call Vote.  
That the Board of Port Commissioners adopts Resolution No. 3329 to:
   a) Accept the following financial statements for the Quarter ended December 30, 2016; and
   b) Review the payroll and regular checks for October through December 2016.

ACTION: Commissioner Brennan moved, seconded by Commissioner Smith and carried by a vote of 5-0 to adopt Resolution No. 3329 to accept the following financial statements for the Quarter ended December 30, 2016; and review the payroll and regular checks for October through December 2016.
2) Approval of Revision to the Ventura Port District’s Procurement and Purchasing Policy
Recommended Action: Roll Call Vote.
That the Board of Port Commissioners adopts Resolution No. 3330, revising the Ventura Port District’s Procurement and Purchasing Policy and rescind Resolution No. 3257.

ACTION: Commissioner Brennan moved, seconded by Commissioner Friedman and carried by a vote of 5-0 to adopt Resolution No. 3330, revising the Ventura Port District’s Procurement and Purchasing Policy and rescind Resolution No. 3257.

3) Approval of Revision to the Board of Port Commissioners Protocols and Policies Manual
Recommended Action: Voice Vote.
That the Board of Port Commissioners approve the revision to the Board of Port commissioners Protocols and Policies Manual.

ACTION: Commissioner Smith moved, seconded by Commissioner Friedman and carried by a vote of 5-0 to approve the revision to the Board of Port commissioners Protocols and Policies Manual.

AGENDA PLANNING GUIDE AND REQUEST FOR FUTURE AGENDA ITEMS: None.

At conclusion of the STANDARD AGENDA, the Board reconvened in closed session at 7:30PM.

CLOSED SESSION REPORT: Mr. Gosney reported that during the reconvened closed session, the Board conducted further discussion on Item 1.c noted on the Attachment to the Agenda, being the real property negotiations under Government Code Section 54956.8 concerning Parcels 5 and 8. In addition, the Board conducted further discussion under Item 2 noted on the Attachment to the Agenda, being the potential litigation matter under Government Code Section 54956.9(d)(2). In both instances, the Board merely gave additional instructions to staff and legal counsel, and there was no reportable action taken under the Brown Act.

ADJOURNMENT: The meeting was adjourned at 9:45PM.
BOARD OF PORT COMMISSIONERS

APRIL 12, 2017

STANDARD AGENDA ITEM 1
APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH THYSSENKRUPP ELEVATORS
TO: Board of Port Commissioners  
FROM: Joe Gonzalez, Facilities Manager  
SUBJECT: Approval of Professional Services Agreement with Thyssenkrupp Elevators

RECOMMENDATION:
That the Board of Port Commissioners authorize the General Manager to enter into a $87,616.00 Agreement with Thyssenkrupp Elevators for the 1583 Spinnaker Drive Elevator Modernization Project.

BACKGROUND:
This elevator is the original installation from the mid-1980’s. Over the years, it has been problematic to find original parts and electronics so it’s a challenge for the technicians to procure mechanical parts for these older elevators.

The Ventura Port District has implemented a five year elevator modernization plan to update one elevator per fiscal year; this will be the fourth elevator out of five. This modernization project consists of new up-to-date electronics, control modules, a stainless interior cab, flooring, hydraulic motors, and new up-to-date fire life safety equipment. This modernization will bring this elevator up-to-date with current ADA Compliance requirements.

FISCAL IMPACT:
This proposed was budgeted at $105,000 as part of the 5-year Capital Improvement Plan for FY16-17. in an amount of $105,000. The contract price is $87,616.00.

ATTACHMENTS:
Attachment 1 – Scope of Services
ThyssenKrupp Elevator Americas

Date: March 20, 2017

<table>
<thead>
<tr>
<th>Location:</th>
<th>1583 Spinnaker Dr</th>
<th>Bill To:</th>
<th>Ventura Port District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>1583 Spinnaker Dr</td>
<td>Address:</td>
<td>1603 Anchors Way Dr.</td>
</tr>
<tr>
<td>City/State/Zip:</td>
<td>Ventura, CA 93001</td>
<td>City/State/Zip:</td>
<td>Ventura, CA 93001</td>
</tr>
</tbody>
</table>

On behalf of ThyssenKrupp Elevator, I am pleased to provide this multi-page proposal (the "Proposal") to perform certain work to modernize elevators - 1583, at the above referenced location. This proposal is valid for 45 days.

If you have any questions or concerns, please do not hesitate to contact me at 805.895.6506. We appreciate your consideration.

Sincerely,

Anthony DiGiacomo
Account Manager
c/o ThyssenKrupp Elevator
c/o ThyssenKrupp Elevator
2850 N California St Ste 120
Burbank CA 91504
anthony.digiacomo@thyssenkropp.com
## SCOPE OF WORK

<table>
<thead>
<tr>
<th>Group 1</th>
<th>HYDRAULIC</th>
<th>1583</th>
<th>$87,616.00</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Pump Unit</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Power Unit (Adjacent)</td>
<td>New - Power Unit (Adjacent)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Isolated Coupling</td>
<td>New - Isolation Couplings</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shut Off Valve</td>
<td>New - Shut Off Valve Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Oil</td>
<td>New - Oil</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Control System</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Controller (tank mounted)</td>
<td>New - Controller (tank mounted)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Car Door Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Car Door Operator / Kit</td>
<td>New - Front Car Door Operator / Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Door Detectors</td>
<td>New - Infrared door detector</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front Mechanical Restrictor Package</td>
<td>New - Front Car Door and Hatch Side Restrictors (vanes)</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Cab/Platform/Car Fixtures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sling</td>
<td>Reused - Sling</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Platform</td>
<td>Reused - Platform</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cab Interior</td>
<td>New – SnapCab Interior similar to 1691 Spinnaker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cab Ceiling</td>
<td>New – Ceiling to match 1691 Spinnaker</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main Car Station</td>
<td>New - Main Car Station Includes: Custom finish, Applied panel, Braille Plates, Digital Position Indicators, Standard Key Switch Package, Locked Service Cabinet, ADA Phone System, Emergency Light, Swing Return (TKE Cab only), Vandal Resistant Floor Buttons</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Position Indicator</td>
<td>New - Car Position Indicator</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Traveling Lantern</td>
<td>New - Car Riding Lantern (Standard)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hands Free Phone</td>
<td>New - Hands Free Phone</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emergency Lighting</td>
<td>New - Emergency Lighting</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hall and Lobby Fixtures</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hall Stations (excluding Egress)</td>
<td>New - Hall Stations (excluding Egress)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Egress Hall Stations (Lobby)</td>
<td>New - Egress Hall Stations (Lobby)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jamb Braille</td>
<td>New - Jamb Braille</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoistway Access Station</td>
<td>New - Hoistway Access Switch</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hoistway Equipment</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Car Top Inspection Station</td>
<td>New - Car Top Inspection Station</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leveling Unit / Landing System</td>
<td>New - Leveling Unit / Landing System</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Hoistway Wiring</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Traveling Cable / Car Wiring</td>
<td>New - Traveling Cable / Car Wiring</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hoistway Wiring</td>
<td>New - Hoistway Wiring Package</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Raceway / Duct / Piping</td>
<td>New - Hoistway Duct Kit</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Pit</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pit Switch</td>
<td>New - Pit Switch</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overspeed (Rupture) Valve</td>
<td>New - Overspeed (Rupture) Valve Kits</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Testing</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Adjusting and Pretest
- Included - Adjusting and Pretest

### Miscellaneous
<table>
<thead>
<tr>
<th>Category</th>
<th>Included/Updated</th>
</tr>
</thead>
<tbody>
<tr>
<td>Toe Guard</td>
<td>New - Toe Guard</td>
</tr>
<tr>
<td>Material Handling</td>
<td>Included - Material Handling</td>
</tr>
</tbody>
</table>
ThyssenKrupp Elevator Americas

INSTALLATION SEQUENCE AND SCHEDULE

<table>
<thead>
<tr>
<th>Activity</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preparation of submittals upon receipt of subcontract and plans:</td>
<td>2 - 4 weeks</td>
</tr>
<tr>
<td>(Additional Time Required for Cab, Signal, Entrance If Applicable)</td>
<td></td>
</tr>
<tr>
<td>Approval of submittals by Purchaser</td>
<td>Varies</td>
</tr>
<tr>
<td>Fabrication time from receipt of all approvals, fully executed contract,</td>
<td>7 Weeks</td>
</tr>
<tr>
<td>and payment of pre-production and engineering invoice:</td>
<td></td>
</tr>
<tr>
<td>Modernization of elevator system (Per Unit):</td>
<td>5 Weeks</td>
</tr>
<tr>
<td>(After completion of all required preparatory work by others)</td>
<td></td>
</tr>
</tbody>
</table>

Purchaser agrees to pay the sum of: Eighty Seven Thousand Six Hundred Sixteen Dollars ($87,616.00).

Price includes shipping and delivery and sales/use tax imposed on ThyssenKrupp Elevator but does not include sales or gross receipts tax that may be billed in addition to the contract price. No permits or inspections by others are included in this work, unless otherwise indicated herein.

Any schedules for completion of the work described herein must be mutually agreed to by both parties in writing before becoming effective. In the event such a schedule cannot ultimately be met because of delays outside of ThyssenKrupp Elevator's control, ThyssenKrupp Elevator shall be entitled to an increase in the contract price that reflects an increase in its union labor rate and the cost of any materials since the time the contract was first fully executed by all parties.

All work specified herein will be performed during "regular working hours of regular working days as is customary in the elevator industry" defined as 8:00 AM to 4:30 PM, except scheduled holidays.

One or more Units described in this Proposal will be out of service and unavailable to move passengers and/or property during entire duration of the performance of the work described in this Proposal until recertified by the state and in good standing with payment schedules. Temporary elevator service is not included in this Proposal.

In the event another subcontractor requires pit access during the modernization process, upon a request from Purchaser, ThyssenKrupp Elevator will park the elevator at an upper landing and lock and tag out the equipment at no additional cost in exchange for Purchaser's agreement to remain solely responsible for (A) providing its subcontractor with any and all means and methods to access the pit, (B) properly safeguarding and barricading all landings and hoistway openings and (C) providing all supervision of and control over that subcontractor, the landings, hoistway openings and pit. Upon notice to ThyssenKrupp Elevator from Purchaser that its subcontractor has completed its task and no longer requires pit access, ThyssenKrupp Elevator will remove its lock and tag from the elevator.

Prior to commencing work, ThyssenKrupp Elevator will provide Purchaser with a written work schedule. That schedule and any changes to it shall be agreed to by both parties’ authorized representatives in writing before becoming effective.

WORK NOT INCLUDED

There are certain items that are not included in this Proposal, many of which must be completed by Purchaser prior to and as a condition precedent to ThyssenKrupp Elevator's performance of its work as described in this Proposal. It is Purchaser's sole responsibility to coordinate the performance of these items with ThyssenKrupp Elevator to ensure a successful completion of this project. The following is a list of those items that are not included in this Proposal:
ThyssenKrupp Elevator Americas

1. Equipment Storage: the provision of a dry and secure area at the project site for storage of the elevator equipment at the time of delivery and the provision of adequate ingress and egress to this area. Any relocation of the equipment as directed by the Purchaser after its initial delivery will be at Purchaser's sole expense.

2. Electrical:
   a. suitable connections from the power main to each controller and signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches per N.E.C. Suitable power supply capable of operating the new elevator equipment under all conditions;
   b. the wiring to the controller for car lighting per N.E.C. Articles 620-22 and 620-51;
   c. a means to automatically disconnect the main line and the emergency power supply to the elevator prior to the application of water in the elevator machine room that shall not be self-resetting;
   d. wiring and conduit from life safety panel or any other monitor station to the elevator machine room or a suitable connection point in hoistway;
   e. a bonded ground wire, properly sized, from the elevator controller(s) to the primary building ground; and all remote wiring to the outside alarm bell as requested by all applicable code provisions;
   f. a dry set of contacts which close 20 seconds prior to the transfer from normal power to emergency power or from emergency power to normal power whether in test mode or normal operating conditions in the event that an emergency power supply will be provided for the elevator;
   g. automatic time delay transfer switch and auxiliary contacts with wiring to the designated elevator controller and
   h. electrical cross connections between elevator machine rooms for emergency power purposes
   i. the following emergency power provisions are not included: interface in controller, pre-testing and testing, emergency power keyswitches;

3. Machine Room: a legal machine room, adequate for the elevator equipment, including floors, trap doors, gratings, foundations, lighting and a machine room temperature maintained between 50 and 90 degrees Fahrenheit, with a relative humidity less than 95% non-condensing;

4. Heat and Smoke Sensing Devices: heat and smoke sensing devices at elevator lobbies on each floor, machine room, and hoistways with normally open dry contacts terminating at a properly marked terminal in the elevator controller;

5. Dedicated Telephone Lines: a dedicated telephone line to elevator each controller recognizing that the elevator telephone is required by code to be monitored 24 hours a day, 7 days a week; one additional telephone line per group of elevators for diagnostic capability wired to designated controller;

6. Removal of Obstructions: the cutting and patching of walls, floors, etc. and removal of such obstructions as may be necessary for proper modernization of the elevator(s);

7. Fire Rating: the furnishing, installing and maintaining of the required fire rating of elevator hoistway walls, including the penetration of firewall by elevator fixture boxes;

8. Flooring: all work relating to the flooring including, but not limited to, the provision of materials and its installation to comply with all applicable codes;

9. Painting: all painting, except as otherwise specifically included herein;
ThyssenKrupp Elevator Americas

10. Waterproofing: ensuring that the elevator hoistways and pits are dewatered, cleaned and properly waterproofed;

11. If entrances are replaced: adequate bracing of entrance frames to prevent distortion during wall construction and all sill supports, steel angles, sill recesses, and the grouting of doorsills;

12. If the hydraulic jack is replaced:
   a. the excavation of the elevator cylinder well hole in the event drilling is necessary through soil that is not free from rock, sand, water, building construction members and obstructions. Should obstructions be encountered, ThyssenKrupp Elevator will proceed only after written authorization has been received from the Purchaser. The contract price shall be increased by the amount of additional labor at ThyssenKrupp Elevator's labor rates as posted in its local office along with the actual cost of any additional material plus 15%;
   b. adequate ingress and egress, including ramping, for a truck-mounted drill rig;
   c. removal of all dirt and debris from each hole location;
   d. in ground protection systems other than ThyssenKrupp Elevator's standard HDPE or PVC protection system with bottomless corrugated steel casing;
   e. any required trenching and backfilling for underground piping or casings, and conduit as well as any compaction, grouting, and waterproofing of block-out;
   f. engineering, provision and installation of methane barriers or coordination/access;
   g. access to 2” pressurized water supply within 100'-0” of the jack hole location;
   h. a safe, accessible storage area for placement of D.O.T. 55 gallon containers for the purpose of spoils containment;
   i. any spoils or water testing; and
   j. the hiring of a disposal company which MUST be discussed prior to any material being ordered or work being scheduled. ThyssenKrupp will provide environmental services ONLY if this is specifically included under the "Scope of Work" section above. ThyssenKrupp assumes no responsibility and/or liability in any way whatsoever for spoils or other contamination that may be present as a result of the cylinder breach and/or other conditions present on the work site.

PAYMENT TERMS
Fifty Percent (50%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) will be due and payable as an initial progress payment within 30 days from ThyssenKrupp Elevator's receipt of a copy of this Proposal signed by the Purchaser. This initial payment will be applied to costs and fees associated with project management, permits, submittals, and raw material procurement, and its receipt will trigger the ordering of material to complete the scope of work described on pages 2 and 3.

An additional Fifty Percent (50%) of the price set forth on page 1 of this Proposal as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) shall be due and payable when the material described above has been furnished. Material is considered furnished when it has been received at the jobsite, ThyssenKrupp Elevator staging facility, or any other location designated by the Purchaser at its sole expense. ThyssenKrupp Elevator's receipt of payment is required prior to mobilization of its labor associated with the work described on pages 2 and 3.

Any additional amount, including change orders, is due at the time of completion and approval by the local authority having jurisdiction (if applicable), but prior to turnover of the equipment by ThyssenKrupp Elevator to the Purchaser for use. If there is more than one unit that is the subject of this Proposal, final payment shall be made separately as each unit is completed.
ThyssenKrupp Elevator Americas

ThyssenKrupp Elevator shall retain exclusive ownership and control over all equipment installed and/or modernized pursuant to this Proposal until such time as Purchaser has paid ThyssenKrupp Elevator 100% of the full Proposal amount set forth on page 1 as modified by options selected from the Section entitled Value Engineering Opportunities & Alternates (if applicable) along with all applicable change orders. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full.

ThyssenKrupp Elevator reserves the right to discontinue its work at any time until payments have been made as agreed, and ThyssenKrupp Elevator has received assurance satisfactory to it that the subsequent payments will be made as they come due. Any payments not paid when due shall bear interest at 1 1/2% per month or the highest legal rate, whichever is less.

In the event the Purchaser defaults on any payment, or on any other provision of this Proposal, the unpaid balance of the Proposal price (including any change orders), less the cost of completing the work, as estimated by ThyssenKrupp Elevator, shall immediately become due and payable.

WARRANTY

ThyssenKrupp Elevator warrants the equipment it installs under this Proposal against defects in material and workmanship for a period of one (1) year from the date of Purchaser's execution of ThyssenKrupp Elevator's "Final Acceptance" form(s) mentioned above on the express condition that all payments made under both this Proposal and any mutually agreed-to change orders have been made in full, or two (2) years from the date material ships from the manufacturer. This warranty is in lieu of any other warranty or liability for defects. ThyssenKrupp Elevator makes no warranty of merchantability and no warranties which extend beyond the description in this Proposal, nor are there any other warranties, expressed or implied, by operation of law or otherwise. Like any piece of fine machinery, this equipment should be periodically inspected, lubricated, and adjusted by competent personnel. This warranty is not intended to supplant normal maintenance service and shall not be construed to mean that ThyssenKrupp Elevator will provide free service for periodic examination, lubrication, or adjustment, nor will ThyssenKrupp Elevator correct, without a charge, breakage, maladjustments, or other trouble arising from normal wear and tear or abuse, misuse, improper or inadequate maintenance, or any other causes other than defective material or workmanship. In order to make a warranty claim, Purchaser must give ThyssenKrupp Elevator prompt written notice at the address listed on the cover page of this Proposal and provided all payments due under the terms of this Proposal and any mutually agreed to written change orders have been made in full, ThyssenKrupp Elevator shall, at its own expense, correct any proven defect by repair or replacement. ThyssenKrupp Elevator will not, under any circumstances, reimburse Purchaser for cost of work done by others, nor shall ThyssenKrupp Elevator be responsible for the performance of any equipment that has been the subject of revisions or alterations by others. If there is more than one (1) unit which is the subject of work described in this Proposal, this section shall apply separately to each unit as accepted.

TESTS, GOVERNMENTAL APPROVAL, CLEANUP AND PURCHASER INSPECTION

All work described in this Proposal will be performed in accordance with the version of all applicable state or local codes that deal exclusively with the installation and/or modernization of elevators that are in effect at the time that this Proposal is fully executed. In the event that either (A) those codes change or (B) rulings are made by the applicable authority having jurisdiction that extend the application of those codes following the complete execution of this Proposal, the labor and materials necessary to ensure that the work described herein complies with such changes shall be performed at an additional cost to Purchaser based on ThyssenKrupp Elevator’s standard billing rates as posted in its local office.

It is solely the Purchaser’s responsibility to ensure that the work described in this Proposal meets all applicable Federal, state and/or local codes that do not deal exclusively with the installation and/or modernization of elevators and to secure any necessary permission and/or priority from all applicable governmental authorities to complete that work.

At the conclusion of its work described herein, ThyssenKrupp Elevator will perform safety, full load, Phase I and Phase II Fire Service tests (as applicable) to ensure that the equipment that is the subject matter of this Proposal conforms to applicable codes and will provide Purchaser with copies of reports generated in conjunction with completed tests.

ThyssenKrupp Elevator will perform all tests described herein during regular working hours of regular working days as is customary in the elevator industry. Should the Purchaser require performance of these tests outside the regular working hours of regular working hours.
days as is customary in the elevator industry, ThyssenKrupp Elevator will provide Purchaser with a separate and additional proposal to accomplish those tasks at those times at an additional cost.

ThyssenKrupp Elevator shall not be liable for any damage to the building structure or the elevator resulting from the performance of any tests it shall perform at any time under this Proposal. At the conclusion of its work, ThyssenKrupp Elevator will remove all equipment and unused or removed materials from the project site and leave its work area in a condition that, in ThyssenKrupp Elevator's sole opinion, is neat and clean.

The price of this Proposal includes one (1) inspection by the local authority having jurisdiction. Should the local authority having jurisdiction refuse to issue written approval to Purchaser to use and operate the equipment due to items that are the responsibility of the Purchaser as set forth in this Proposal or are not specifically included in this Proposal, the Purchaser shall be financially responsible for (A) addressing those items, (B) the cost of the additional inspection(s) by the local authority having jurisdiction and (C) the labor incurred by ThyssenKrupp Elevator to attend those additional inspections at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Should the Purchaser or the local authority having jurisdiction require ThyssenKrupp Elevator's presence at the inspection of equipment installed by others in conjunction with the work described in this Proposal, Purchaser agrees to compensate ThyssenKrupp Elevator for its time at ThyssenKrupp Elevator's current billing rate as posted at its local office.

Upon notice from ThyssenKrupp Elevator that the work described herein has been completed, Purchaser will arrange to complete an inspection of the work with ThyssenKrupp Elevator and will provide Purchaser's final acceptance thereof in writing by Purchaser's duly authorized representative at that time if the work is acceptable. The date and time for such an inspection shall be mutually agreed upon. In no event shall that inspection occur more than ten (10) business days after the date of ThyssenKrupp Elevator's written notice to Purchaser that the work herein has been completed unless both parties agree otherwise in writing. Immediately following its inspection of the work, Purchaser's duly authorized representative shall execute ThyssenKrupp Elevator's "Final Acceptance" form(s) prior to turnover and use of the equipment described in this Proposal. Purchaser shall not unreasonably delay or withhold such final inspection or its written acceptance of the work.
Terms and Conditions

Payment:
Unless stated otherwise elsewhere in this document, the price of this Proposal includes all applicable sales and use taxes, permit fees and licenses imposed upon ThyssenKrupp Elevator as of the date that ThyssenKrupp Elevator first offers this Proposal for Purchaser's acceptance. Purchaser agrees to pay any additional taxes, fees or other charges exacted from Purchaser or ThyssenKrupp Elevator on account thereof, by any law enacted after the date that ThyssenKrupp Elevator first offered this Proposal for Purchaser's acceptance. A service charge of 1 1/2% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts.

Acceptance:
Purchaser's acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described. All other prior representations or regarding this work, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this Proposal will be recognized unless made in writing and properly executed by both parties as a change order. Should Purchaser's acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

Safety:
It is agreed that ThyssenKrupp Elevator's personnel shall be given a safe place in which to work and ThyssenKrupp Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, ThyssenKrupp Elevator believes that any aspect of the location is in any way unsafe.

Purchaser agrees that in the event asbestos material is knowingly or unknowingly removed or disturbed in any manner at the job site by parties other than employees of ThyssenKrupp Elevator or its subcontractors, the work place will be monitored, and prior to and during ThyssenKrupp Elevator's presence on the job, Purchaser will certify that asbestos in the environment does not exceed .01 fibers per cc as tested by NIOSH 7400. In the event ThyssenKrupp Elevator's employees, or those of its subcontractors, are exposed to an asbestos hazard, PCB's or other hazardous substances resulting from work of individuals other than ThyssenKrupp Elevator or its subcontractors, Purchaser agrees to indemnify, defend, and hold ThyssenKrupp Elevator harmless from any and all claims, demands, lawsuits, and proceedings brought against ThyssenKrupp Elevator or its employees or subcontractors resulting from such exposure. Purchaser recognizes that its obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits. Removal and disposal of asbestos containing material is solely Purchaser's responsibility.

Miscellaneous:
This Proposal does not include any maintenance, service or repair of the equipment or any other work not expressly described herein. ThyssenKrupp Elevator will submit a separate proposal to Purchaser covering the maintenance and repair of this equipment to be supplied to Purchaser at an additional cost.

ThyssenKrupp Elevator's performance of this Proposal is contingent upon Purchaser furnishing ThyssenKrupp Elevator with any necessary permission or priority required under the terms and conditions of any and all government regulations affecting the acceptance of this Proposal or the manufacture, delivery or installation of any equipment described in this Proposal.

Purchaser shall bear all cost(s) for any re-inspection of ThyssenKrupp Elevator's work due to items outside the scope of this Proposal or for any inspection arising from the work of other trades requiring the assistance of ThyssenKrupp Elevator.

If any drawings, illustrations or other descriptive materials were furnished in conjunction with this Proposal, they were intended solely as approximations and to illustrate the general style and arrangement of equipment being offered and should, under no circumstances, be relied upon for their accuracy.

Unless otherwise agreed, it is understood that the work described above will be performed during regular working hours of the trades involved. If overtime is mutually agreed upon, an additional charge at ThyssenKrupp Elevator's usual rates for such work shall be added to the price of this Proposal.

In consideration of ThyssenKrupp Elevator performing the services herein specified, Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, ThyssenKrupp Elevator Manufacturing, Inc., their respective employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings for loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death that are alleged to have arisen out of the presence, use, misuse, maintenance, installation, removal, repair, replacement, modernization, manufacture, design, operation or condition of the equipment that is the subject matter of this Proposal or any equipment located underground, in the elevator car/cab, in the elevator machine room and/or in the hoistways of the project location. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Proposal), personal injury or death is determined to be caused by or resulting from the sole negligence of ThyssenKrupp Elevator and/or its employees. Purchaser recognizes that its...
ThyssenKrupp Elevator Americas

obligation to ThyssenKrupp Elevator under this clause includes payment of all attorneys' fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims, demands, suits or proceedings.

Purchaser further expressly agrees to name ThyssenKrupp Elevator Corporation and ThyssenKrupp Elevator Manufacturing, Inc. along with their respective officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure the above-referenced additional insureds for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the additional insureds' sole negligence or responsibility. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives its right of subrogation.

By executing this Proposal, Purchaser agrees that in no event shall ThyssenKrupp Elevator be liable for any consequential, indirect, incidental, exemplary, special or liquidated damages of any type or kind under any circumstances including any loss, damage, or delay caused by acts of government, labor troubles, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief, acts of God or any cause beyond its control. ThyssenKrupp Elevator shall automatically receive an extension of time commensurate with any delay regarding the aforementioned. Should loss of or damage to ThyssenKrupp Elevator's material, tools or work occur at the location that is the subject of this Proposal, Purchaser shall compensate ThyssenKrupp Elevator therefor, unless such loss or damage results solely from ThyssenKrupp Elevator's own acts or omissions.

Purchaser agrees that all existing equipment removed by ThyssenKrupp Elevator in the performance of the work described above shall become the exclusive property of ThyssenKrupp Elevator. ThyssenKrupp Elevator retains title to all equipment supplied by ThyssenKrupp Elevator under this Proposal and a security interest therein, (which, it is agreed, can be removed without material injury to the real property) until all payments under the terms of both this Proposal and any mutually agreed to-change orders have been made. In the event Purchaser fails to meet any of its obligations under this Proposal, Purchaser authorizes ThyssenKrupp Elevator to take immediate possession of the equipment installed under this Proposal and enter upon the premises where it is located (without legal process) and remove such equipment or portions thereof irrespective of the manner of its attachment to the real estate or the sale, mortgage, or lease of the real estate. Pursuant to the Uniform Commercial Code, at ThyssenKrupp Elevator's request, Purchaser agrees to join with ThyssenKrupp Elevator in executing any financial or continuation statements which may be appropriate for ThyssenKrupp Elevator to file in public offices in order to perfect its security interest in such equipment.

In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Work Order or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees. Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of ThyssenKrupp Elevator under this Proposal shall be cumulative and the failure on the part of the ThyssenKrupp Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by ThyssenKrupp Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Proposal. In the event any portion of this Proposal is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Proposal.

This Proposal shall be considered as having been drafted jointly by Purchaser and ThyssenKrupp Elevator and shall not be construed or interpreted against either Purchaser or ThyssenKrupp Elevator by reason of either Purchaser or ThyssenKrupp Elevator's role in drafting same.

Certificates of Workmen's Compensation, Bodily Injury and Property Damage liability Insurance coverage will be furnished to Purchaser upon request. The premium for any bonds or insurance beyond ThyssenKrupp Elevator's standard coverage and limits will be an addition to this Proposal's price.

Purchaser’s acceptance of this Proposal and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement between the parties for the goods and services herein described and full payment of the sum of Eighty Seven Thousand Six Hundred Sixteen Dollars ($87,616.00).

Price includes shipping and delivery and sales/use tax imposed on TKEC but does not include sales or gross receipts tax that may be billed in addition to the contract price. Should Purchaser’s acceptance be in the form of a purchase order or other similar document, the provisions of this Proposal will exclusively govern the relationship of the parties with respect to this transaction. No agent or employee shall have the authority to waive or modify any of the terms of this Proposal without the prior written approval of an authorized ThyssenKrupp Elevator manager.

<table>
<thead>
<tr>
<th>ThyssenKrupp Elevator Corporation</th>
<th>Ventura Port District</th>
<th>ThyssenKrupp Elevator Corporation Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: __________________________</td>
<td>By: __________________</td>
<td>By: __________________________</td>
</tr>
<tr>
<td>(Signature of ThyssenKrupp Elevator Representative)</td>
<td>(Signature of Authorized Individual)</td>
<td>(Signature of Authorized Individual)</td>
</tr>
<tr>
<td>Anthony DiGiacomo</td>
<td>Joe Gonzalez</td>
<td>Kyle Addison</td>
</tr>
<tr>
<td>Account Manager</td>
<td>(Print or Type Name)</td>
<td>Sales Manager</td>
</tr>
<tr>
<td></td>
<td>(Print or Type Title)</td>
<td></td>
</tr>
<tr>
<td>March 20, 2017</td>
<td>(Date Submitted)</td>
<td>(Date of Approval)</td>
</tr>
<tr>
<td></td>
<td>(Date of Approval)</td>
<td>(Date of Approval)</td>
</tr>
</tbody>
</table>
ThyssenKrupp Elevator Americas

SCHEDULING AND PRODUCTION REQUEST FOR PAYMENT

Contract Number: Please Remit To: thyssenkrupp Elevator Corporation
Attn: Accounts Receivables Dept.
1265 E Fort Union Blvd Ste 350
Cottonwood Heights, UT 84047-5624

Attn: Ventura Port District
1583 Spinnaker Dr
Ventura, CA 93001-4384

<table>
<thead>
<tr>
<th>Terms</th>
<th>Mod Quote No.</th>
<th>Customer Reference No./PO</th>
<th>Date</th>
<th>Reference Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immediate</td>
<td>2016-2-298574</td>
<td></td>
<td>March 20, 2017</td>
<td>ACIA-17FDJ8P</td>
</tr>
</tbody>
</table>

Total Contract Price: $87,616.00
Current Amount Due: $43,808.00

For inquiries regarding your contract or services provided by thyssenkrupp Elevator, please contact your local account manager at +1.

Thank you for choosing thyssenkrupp Elevator Corporation. We appreciate your business.

Please detach the below section and provide along with payment.

Remit To:
thyssenkrupp Elevator Corporation
Attn: Accounts Receivables Dept.
1265 E Fort Union Blvd Ste 350
Cottonwood Heights, UT 84047-5624

<table>
<thead>
<tr>
<th>Customer Number: 140954</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payment Reference Number: ACIA-17FDJ8P</td>
</tr>
<tr>
<td>Quote Number: 2016-2-298574</td>
</tr>
<tr>
<td>Remittance Amount: $43,808.00</td>
</tr>
</tbody>
</table>

Customer Name: Ventura Port District
Location Name: 1583 SPINNAKER DR
BOARD OF PORT COMMISSIONERS

APRIL 12, 2016

STANDARD AGENDA ITEM 2
PART TIME MARINE SAFETY OFFICER
JOB DESCRIPTION
RECOMMENDATION:
That the Board of Port Commissioners approve the job description for the Part-time Marine Safety Officer and related salary range.

SUMMARY:
In an effort to be more dynamic with staffing and allow for a broader base of future candidates for Full Time Harbor Patrol Officer positions, I have elected to reorganize our Part Time Employee Program. There will be no payroll increase in staffing to take place, but instead we will be filling vacant positions under a new title. The current Part Time Harbor Patrol category will remain as a vacant classification. The proposed position will be utilized to fill Full Time vacation, sick leave, or compensatory time off. The Marine Safety Officer job description will focus on a support level employee; the position is not a Peace Officer Position and there will not be the expectation that they will be equally qualified, trained, equipped, or prepared to do the everyday duties of a Full Time Harbor Patrol Officer. They will provide support services along with a Full Time Officer, but all decision making and Law Enforcement will be left to the Full Time Employee who is more suited to make the right decisions in emergency and non-emergency situations.

BACKGROUND:
For many years the Part Time Program was mostly used to fill sick, vacation, or compensatory time off days. Rarely were they used on any regular basis and because of that it was difficult to maintain the necessary skills and knowledge to perform the same duties as a Full Time Harbor Patrol Officer. Training was difficult to provide, as many of the Part Time Employees held other Full Time jobs. Because of these challenges, the turnover of Part Time Employees was far greater than the retention.

In the past, the expectation was that the Part Time Employee would fill all needs of a Full Time Harbor Patrol Officer. The biggest challenge with the Part Time Harbor Patrol Officer job description was the fact they were also given Peace Officer Powers of Arrest and expected to also enforce all laws while on duty. Making the right decision at any given time requires a strong foundation of familiarity, knowledge, and experience. These Part Time Employees were previously allowed to patrol the Harbor on land and water by themselves and often were representing the Port District in an official capacity. The uniforms were also the same, which often caused confusion when unaware of providing a high level of service a Full Time Staff does on a regular basis.

We have already met with the SEIU and affected Part Time Employees who both were supportive of the job title change and minor adjustments to the job description. I am optimistic this reorganization of the Part Time Employee title and job description will allow for us to provide a higher level of service via better direction, training, and equipment for these employees.

FISCAL IMPACT:
The salary range ($18.01 - $24.51) is consistent with the approved Part-Time Harbor Patrol position. There will be no budgetary impact by the name change or the hiring of the new employees because they were already accounted for in the budget.

ATTACHMENT:
Attachment 1 – Part Time Marine Safety Officer Job Description
VENTURA PORT DISTRICT CLASSIFICATION SPECIFICATION

DATE REVISED: April 12, 2017

JOB TITLE: MARINE SAFETY OFFICER (NON-SWORN)

FLSA: Hourly - Non-Exempt – Per Diem

JOB SCOPE:
Under general supervision, the Marine Safety Officer performs a variety of support services to the Ventura Port District that include: providing unarmed security; safeguarding harbor facilities and conducting waterborne patrols; operate and maintain harbor patrol craft and patrol vehicle; radio and telephone operations; assist Harbor Patrol Officers in day-to-day activities including vessel tows and emergency calls; provide office support; provide information and assistance to the general public; and other duties as required. This position does not include the initiation of law enforcement or firefighting activities, but may act in supporting roles to these functions under the direction of Harbor Patrol.

SUPERVISION RECEIVED/EXERCISED:
Receives immediate supervision from a Full-time Harbor Patrol Officer. Receives general supervision from the Senior Harbor Patrol Officer & Harbormaster. Incumbents do not routinely exercise supervision.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

Water Activities
- Conduct cleaning and routine maintenance on all Harbor Patrol vessels and vehicles. Cleaning includes washing, polishing, scrubbing, shining, waxing all vessels, vehicles and related equipment. Routine maintenance includes checking engine oil, coolant, hydraulic fluids and bilges. Report any abnormal conditions or discrepancies to Harbor Patrol or Vessel Technician.
- Provides Harbor Patrol Officer support during Vessel Patrols and Marine Law Enforcement Calls. Assist in Emergency and Non-Emergency vessel tows, dewatering, fire suppression, search and rescue, medical responses, airplane crashes, body recoveries, and marine debris removal.
- Provides emergency and non-emergency vessel assistance, including towing, dewatering and fire suppression.
- Assist Harbor Patrol to move, place or chart aids to navigation; move and align anchorage boundary buoys; conduct channel soundings. Prepares written reports of significant incidents, including investigation of vessel collisions, oil spills, and rescues.
- Performs swimming rescues in open water or surf situations.

Land Activities
- Patrols all District property by vehicle or on foot with Harbor Patrol Officers and assists in enforcing local regulations, including parking regulations.
- Maintains written log daily of events and incidents.
- Provides First Aid, Cardiopulmonary Resuscitation (CPR) and other EMT services.
- Serves as staff to the Operations Center and answers inquiries from the public.
- Provides information to the general public on boating safety, boating law, weather conditions, and harbor business on weekends and non-business hours.
• Performs swimming rescues in surf and flat water situations
• Opens and closes beach gates and restrooms.

**ADDITIONAL JOB DUTIES:**
• Serves as the communications hub for rescue calls relaying information from multiple agencies to units in the field and to dispatch center.
• Collects monies from parking machines, wash down and wash machines.
• Assists Vessel Technician with maintenance projects.
• Assists Port District Office Staff with front office duties.
• Posts and provides weather service warnings and information.

**KNOWLEDGE/ABILITIES/SKILLS:** (The following are a representative sample of the KAS’s necessary to perform essential duties of the position.)

**KNOWLEDGE OF:**
• Marine law enforcement and firefighting techniques, first aid, lifesaving techniques, and emergency situation management as they apply to harbors and ocean activities.
• Principles of boat operations and towing maneuvers.
• Principles and practices of the operation and maintenance of boats, nautical equipment, and instruments.
• Navigational and boating safety principles.
• Occupational hazards and standard safety practices.
• Boating Safety techniques and procedures.
• Investigation and report writing technique.
• First Aid and Cardiopulmonary Resuscitation (CPR).

**ABILITY TO:**
• Make decisions calmly and independently in emergency situations.
• Operate boats and related equipment safely and skillfully in accordance with District ordinances and rules of other governmental agencies.
• Explain and apply boating and harbor rules and regulations.
• Think and act quickly and in a composed manner in emergency situations.
• Operate without direct supervision.
• Deal courteously, patiently, and effectively with boaters and the general public.
• Prepare and present concise and comprehensive written and oral reports.
• Communicate effectively orally and in writing; establish and maintain effective working relationships.
• Enforce laws in an assertive and non-antagonistic manner.
• Communicate to the public and other public safety agencies using multiple radios.
• Organize time and resources to be able to meet deadlines.
• Design and coordinate personnel scheduling and training programs.
• Interpret and apply legal and administrative policies to specific field situations.
• Swim effectively in an ocean environment.
• Work rotating shift schedules including holidays, weekends and night.
SKILL TO:

- Operate a variety of marine vessels in varying weather and sea conditions.
- Tow and maneuver ocean going vessels in emergency situations.
- Operate office computers and equipment used in harbor operations; use life saving equipment in emergency situations.

REQUIRED LICENSES, CERTIFICATIONS, AND EDUCATION:

- High school diploma, GED, or higher.
- Valid Class C California Drivers’ License and insurable under the District’s policy.
- Valid First Aid and Cardiopulmonary Resuscitation (CPR) Certification.

PREFERRED LICENSES, CERTIFICATIONS, AND EDUCATION:

- Valid Penal Code Section 832 P.O.S.T. Certification.
- Valid USLA Ocean Lifeguard Certification
- Valid Firefighter 1 Academy
- Valid Emergency Medical Technician Certificate in Ventura County.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires sitting, standing, walking on level, uneven, moving and slippery surfaces, reaching, twisting, turning, kneeling, bending, stooping, squatting, crouching, grasping, crawling, and making repetitive hand movement in the performance of daily duties. The position also requires both near and far vision when operating assigned equipment. The ability to lift, carry, pull, and push tools, ropes, mooring lines, towlines, and other equipment weighing 50 pounds or more and the ability to lift and carry victims are also required. Additionally, incumbents in this class work outdoors in a marine environment and all weather conditions, including wet, hot, and cold with moderate sun exposure. The position entails working in hazardous situations and under conditions that may expose the incumbent to biohazard materials, diesel fumes, and smoke. The nature of the work also requires the incumbents to climb ladders and steps attached to docks and vessels, jump or step from one vessel to another, use power and noise producing tools and equipment, drive motorized vessels, work in heavy weather conditions around moving vessels, swim in the open ocean and surf line and often work in emergency and life threatening situations. Law enforcement duties may expose the person to verbal or physical confrontation and the need to control the individual.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

This class description is not a contract, and it is not intended to show every detail of the duties and responsibilities of the job. It is provided only to supply a general idea of what the class entails.
BOARD OF PORT COMMISSIONERS

APRIL 12, 2017

STANDARD AGENDA ITEM 3
DECLARATION OF DISTRICT PERSONAL PROPERTY AS SURPLUS AND DISPOSAL AS SAME
TO: Board of Port Commissioners  
FROM: Jessica Rauch, Clerk of the Board  
SUBJECT: Declaration of District Personal Property as Surplus and Disposal of Same

RECOMMENDATION:
That the Board of Port Commissioners declare the equipment listed on Attachment 1 as surplus personal property and dispose of it in accordance with Resolution No. 2131.

BACKGROUND:
In accordance with Resolution No. 2131, whenever the Board of Port Commissioners determines by majority vote that any item of personal property belonging to the District is no longer necessary for public use, it is in the best interest of the District to sell or dispose of such item. All items listed on Attachment 1 have reached the end of their useful life and are no longer necessary for public use. All items are valued at less than $500.00, which allows the General Manager to sell without advertising.

ATTACHMENTS:
Attachment 1 – Inventory Surplus List  
Attachment 2 – Resolution No. 2131  
Attachment 3 – Resolution No. 3331
<table>
<thead>
<tr>
<th>ASSET ID</th>
<th>DESCRIPTION</th>
<th>SERIAL/VIN</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-24 A104</td>
<td>2001 Dodge Dakota #1084957</td>
<td>VIN # 1B7FL 26x7153205709</td>
<td>VPD</td>
</tr>
<tr>
<td>M-25 A105</td>
<td>2001 Dodge Dakota #1084958</td>
<td>VIN # 1B7FL 26x315205710</td>
<td>VPD</td>
</tr>
<tr>
<td>M-26 A106</td>
<td>2001 Dodge Ram 4x4 #1084971</td>
<td>VIN # 1B7BF 162815212941</td>
<td>VPD</td>
</tr>
<tr>
<td>M-35 A422</td>
<td>Think Electric Car #1146837</td>
<td>VIN # 1FABP 225820104429</td>
<td>VPD</td>
</tr>
<tr>
<td>M-36 A423</td>
<td>Think Electric Car #1146838</td>
<td>VIN # 1FABP 225X20103072</td>
<td>VPD</td>
</tr>
<tr>
<td>N/A</td>
<td>8' x 20' Metal Cargo Container</td>
<td>ID # EMCU-2785158</td>
<td>Space 84</td>
</tr>
<tr>
<td>N/A</td>
<td>8' x 20' Metal Cargo Container</td>
<td>ID # GSTV-5154302</td>
<td>Space 83</td>
</tr>
<tr>
<td>N/A</td>
<td>8' x 25' Morgan Aberglass Truck Box</td>
<td>Serial # not legible ending in 04115</td>
<td>Dry Storage</td>
</tr>
<tr>
<td>A267</td>
<td>John Deere LT133 Riding Mower</td>
<td>N/A</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>A394</td>
<td>Mi-T-M Pressure Washer</td>
<td>Serial # 106221116</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>ASSET ID</td>
<td>DESCRIPTION</td>
<td>SERIAL/VIN</td>
<td>LOCATION</td>
</tr>
<tr>
<td>---------</td>
<td>------------------------------------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>11.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1001</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>12.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1002</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>13.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1003</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>14.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1176</td>
<td>NDD Barn</td>
</tr>
<tr>
<td>15.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # Missing Tag</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>16.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # OW 335309</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>17.</td>
<td>Mercury 3.0 L Marine Engine</td>
<td>Serial # 661234</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>18.</td>
<td>Crusader 5.7 Marine Engine/complete</td>
<td>Serial # 661235</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>19.</td>
<td>Crusader 5.7 Marine Engine/complete</td>
<td>Serial #</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>20.</td>
<td>Hotpoint Electric Oven/Range</td>
<td>Serial # AS 139910R</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>21.</td>
<td>Majic Chef Microwave/Hood combo</td>
<td>Serial # DJ 09809000</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>ASSET ID</td>
<td>DESCRIPTION</td>
<td>SERIAL/VIN</td>
<td>LOCATION</td>
</tr>
<tr>
<td>---------</td>
<td>-------------------------------------</td>
<td>----------------</td>
<td>----------</td>
</tr>
<tr>
<td>21.</td>
<td>Kenmore Commercial Dryer</td>
<td>Serial #</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>A304</td>
<td>Model 417.74 18 23.00</td>
<td>XDS0911437</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Kenmore Commercial Dryer</td>
<td>Serial #</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>A306</td>
<td>Model 417.74 18 23.00</td>
<td>XDS0800456</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Kenmore Commercial Washer</td>
<td>Serial #</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>A307</td>
<td>Model 417.24 18 23.00</td>
<td>XCS2013534</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Kenmore Commercial Washer</td>
<td>Serial #</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>A308</td>
<td>Model 417.24 18 23.00</td>
<td>XE</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Lazer Paint Stripping Machine</td>
<td>Serial #</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>A141</td>
<td>Model: Lazer LD</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>26.</td>
<td>Hydro-Tek Pressure Washer Sweeper</td>
<td>N/A</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>N/A</td>
<td>NEC Phone System with</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>27.</td>
<td>manuals / Model BDS 4.5105 KSD</td>
<td>Serial #</td>
<td>VPD</td>
</tr>
<tr>
<td>N/A</td>
<td>Centaur Systems Tall Speaker</td>
<td>N/A</td>
<td>VPD</td>
</tr>
<tr>
<td>28.</td>
<td>Wall Hanging Notice Board</td>
<td>N/A</td>
<td>VPD</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>30.</td>
<td></td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION NO. 2131

A RESOLUTION OF THE BOARD OF
PORT COMMISSIONERS OF THE
VENTURA PORT DISTRICT AUTHORIZING
THE SALE OF SURPLUS PERSONAL PROPERTY

WHEREAS, the Ventura Port District has from time to time surplus personal property that is no longer needed for public use; and

WHEREAS, it is under such circumstances in the best interest of the Ventura Port District to dispose of such surplus personal property by sale; and

WHEREAS, the Board of Port Commissioners of the Ventura Port District desire to establish policies and procedures for the sale of surplus personal property.

NOW, THEREFORE, the Board of Port Commissioners of the Ventura Port District hereby resolve as follows:

1. Sale of surplus personal property of a value less than $500.00:

   Whenever the Board of Port Commissioners of the Ventura Port District determine by majority vote of those members in attendance that any item of personal property belonging to the District is no longer necessary for public use, it is in the best interest of the Ventura Port District to sell such item of personal property, and the value of such item of personal property is less than $500.00 the General Manager of the Ventura Port District is authorized to sell such items of surplus personal property at private sale without advertising.

2. Sale of surplus personal property of a value in excess of $500.00:

   Whenever the Board of Port Commissioners of the Ventura Port District determine by majority vote of those members in attendance that any item of personal property belonging to the District is no longer necessary for public use, it is in the best interest of the Ventura Port District to sell such item, and the value of such item is more than $500.00 such item may be sold at public auction or by sealed written bid to the highest responsible bidder. Notice of the time and place of such auction or the time and place for receiving and opening such written bids shall be given for at least five days prior thereto either by publication in a newspaper published in Ventura County at least once or by posting in three public places within the boundaries of the Ventura Port District.
3. In every case, except sales at public auction, the sale of surplus personal property shall not be completed until it is confirmed by a majority of the Board of Port Commissioners.

PASSED and ADOPTED this 15th day of February, 1983

[Signature]
CHAIRMAN

ATTEST:

[Signature]
SECRETARY

(SEAL)
RESOLUTION NO. 3331

RESOLUTION OF THE BOARD OF PORT COMMISSIONERS
OF THE VENTURA PORT DISTRICT
DESIGNATING USED EQUIPMENT AS SURPLUS PROPERTY

WHEREAS, the General Manager of the Ventura Port District ("District") reviews District personal property requirements from time to time to determine whether there are items of personal property that can be retired or eliminated;

WHEREAS, the General Manager has determined that all items listed on Exhibit A attached hereto, have served their useful life and can be disposed of as surplus property;

WHEREAS, the Board of Port Commissioners must determine that personal property belonging to the District is no longer necessary for District purposes, such that the property can be designated surplus property, and

NOW, THEREFORE, BE IT RESOLVED, that the Board of Port Commissioners does hereby determine that all items listed on Exhibit A attached hereto, have served their useful life with the District and is therefore surplus property.

BE IT FURTHER RESOLVED, that the General Manager of the District is authorized to dispose of said items at his discretion.

PASSED, APPROVED and ADOPTED this 12th day of April 2017.

____________________________
Chairman

Attest:

____________________________
Secretary
STATE OF CALIFORNIA )
COUNTY OF VENTURA ) ss.
CITY OF SAN BUENAVENTURA )

I, Jim Friedman, Secretary of the Ventura Port District, a public corporation, do hereby certify that the above and foregoing Resolution No. 3331 was duly passed and adopted by the Board of Port Commissioners of said District at a regular meeting thereof held on the 12th day of April 2017, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said District this 12th day of April 2017.

__________________________
Secretary
<table>
<thead>
<tr>
<th>ASSET ID</th>
<th>DESCRIPTION</th>
<th>SERIAL/VIN</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>M-24</td>
<td>2001 Dodge Dakota #1084957</td>
<td>VIN # 1B7FL 26X371S205769</td>
<td>VPD</td>
</tr>
<tr>
<td>A104</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M-25</td>
<td>2001 Dodge Dakota #1084958</td>
<td>VIN # 1B7FL 26X315S205710</td>
<td>VPD</td>
</tr>
<tr>
<td>A85</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M-26</td>
<td>2001 Dodge Ram 4x4 #1084971</td>
<td>VIN # 1B7AF 16JZB15212941</td>
<td>VPD</td>
</tr>
<tr>
<td>A106</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M-35</td>
<td>Think Electric Car #1146837</td>
<td>VIN # 1FABP 225820104429</td>
<td>VPD</td>
</tr>
<tr>
<td>A422</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M-36</td>
<td>Think Electric Car #1146838</td>
<td>VIN # 1FABP 225X20103072</td>
<td>VPD</td>
</tr>
<tr>
<td>A423</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>8' x 20' Metal Cargo Container</td>
<td>ID # EMCU-2785158</td>
<td>Space 84</td>
</tr>
<tr>
<td>8' x 20' Metal Cargo Container</td>
<td>ID # G15T-5154302</td>
<td></td>
<td>Space 83</td>
</tr>
<tr>
<td>N/A</td>
<td>8' x 25' Morgan A&amp;H Truck Box</td>
<td>Serial # not legible ending in 04115</td>
<td>Space 82</td>
</tr>
<tr>
<td>N/A</td>
<td>John Deere LT133 Riding Mower</td>
<td>N/A</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>A267</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A394</td>
<td>Mi-T-M Pressure Washer</td>
<td>Serial # 10622116</td>
<td>VPD Barn</td>
</tr>
</tbody>
</table>

38
<table>
<thead>
<tr>
<th>ASSET ID</th>
<th>DESCRIPTION</th>
<th>SERIAL/VIN</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>11.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1001</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>12.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1002</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>13.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1003</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>14.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # 1176</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>15.</td>
<td>Fitnco Digital Kiosk KM195</td>
<td>Serial # Missing Tag</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>16.</td>
<td>Mercury 3.0 L Marine Engine</td>
<td>Serial # 0W 335309</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>17.</td>
<td>Crusader 5.7 Marine Engine/complete</td>
<td>Serial # 661234</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>18.</td>
<td>Crusader 5.7 Marine Engine/complete</td>
<td>Serial # 661235</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>19.</td>
<td>Hotpoint Electric Oven/RANGE</td>
<td>Serial # A5139910R</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>20.</td>
<td>Majic Chef Microwave/Hood combo</td>
<td>Serial # DJ09809000</td>
<td>VPD Barn</td>
</tr>
<tr>
<td>ASSET ID</td>
<td>DESCRIPTION</td>
<td>SERIAL/VIN</td>
<td>LOCATION</td>
</tr>
<tr>
<td>----------</td>
<td>------------------------------------</td>
<td>----------------</td>
<td>----------</td>
</tr>
<tr>
<td>A304</td>
<td>Kenmore Commercial Dryer</td>
<td>Serial #</td>
<td>VPD barn</td>
</tr>
<tr>
<td></td>
<td>Model 417.74.18.23.00</td>
<td>XDS0911437</td>
<td></td>
</tr>
<tr>
<td>A306</td>
<td>Kenmore Commercial Dryer</td>
<td>Serial #</td>
<td>VPD barn</td>
</tr>
<tr>
<td></td>
<td>Model 417.74.18.23.00</td>
<td>XDS0808456</td>
<td></td>
</tr>
<tr>
<td>A307</td>
<td>Kenmore Commercial Washer</td>
<td>Serial #</td>
<td>VPD barn</td>
</tr>
<tr>
<td></td>
<td>Model 417.24.18.23.00</td>
<td>XCS2013534</td>
<td></td>
</tr>
<tr>
<td>A308</td>
<td>Kenmore Commercial Washer</td>
<td>Serial #</td>
<td>VPD barn</td>
</tr>
<tr>
<td></td>
<td>Model 417.24.18.23.00</td>
<td>XCS</td>
<td></td>
</tr>
<tr>
<td>A141</td>
<td>LAZER Paint Stripping Machine</td>
<td>N/A</td>
<td>VPD barn</td>
</tr>
<tr>
<td></td>
<td>Model: LAZER LD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>Hydro-Tek pressure washer sweeper</td>
<td>N/A</td>
<td>VPD barn</td>
</tr>
<tr>
<td></td>
<td>Model: NEC Phone System with</td>
<td>Serial #</td>
<td>VPD</td>
</tr>
<tr>
<td></td>
<td>manuals / Model BPS 45105 KSD</td>
<td>66223805</td>
<td></td>
</tr>
<tr>
<td>N/A</td>
<td>Centaur systems tall speaker</td>
<td>N/A</td>
<td>VPD</td>
</tr>
<tr>
<td>N/A</td>
<td>Wall Hanging Notice Board</td>
<td>N/A</td>
<td>VPD</td>
</tr>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
BOARD OF PORT COMMISSIONERS

APRIL 12, 2017

STANDARD AGENDA ITEM 4
REJECTION OF ALL BIDS RECEIVED FOR
THE PHASE II VENTURA HARBOR
VILLAGE REROOFING PROJECT
RECOMMENDATION:
That the Board of Port Commissioners reject all bids received for the Phase II Ventura Harbor Village Reroofing Project.

BACKGROUND:
On March 30, 2017, sealed bids for the reroofing of Buildings 1431, 1591 and 1691 Spinnaker Drive were opened. Two bids were received and each bidder was required to provide sealed bids (see the attached summary of bid items) in order to maximize the Commissioner's flexibility in considering a possible contract award.

Unfortunately, the bids received are very disappointing in that they exceed $1,000,000 for all three buildings while the District’s FY16/17 budget provides only $615,000 for this project. It is also important to note that bids received in May 2015 for Buildings 1431 and 1691 were about $120,000 lower for each building than those now received.

It is also apparent that because only two bids were received that roofing contractors are presently busy, possibly due to the recent heavy rains. In any event, it is our belief that the District would be better served by rejecting both bids and rebidding the job in late summer 2017 for fall 2017 execution.

ATTACHMENT:
Attachment 1 – Summary of Bid Items
### SUMMARY OF BID ITEMS

**PROJECT:** Ventura Harbor Village Reroofing Phase II

<table>
<thead>
<tr>
<th>COMPANY NAME</th>
<th>BID ITEM NO. 1</th>
<th>BID ITEM NO. 2</th>
<th>BID ITEM NO. 3</th>
<th>BID ITEM NO. 4</th>
<th>BID ITEM NO. 5</th>
<th>BID ITEM NO. 6</th>
<th>BID ITEM NO. 7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BLDGS</td>
<td>BLDG</td>
<td>BLDG</td>
<td>BLDG</td>
<td>BLDGS</td>
<td>BLDGS</td>
<td>BLDGS</td>
</tr>
<tr>
<td>1431</td>
<td>1591</td>
<td>1691</td>
<td>1691</td>
<td>1591</td>
<td>1691</td>
<td>1691</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Letner Roofing Co.</th>
<th>$1,064,235.00</th>
<th>$264,331.00</th>
<th>$558,038.00</th>
<th>$241,866.00</th>
<th>$822,369.00</th>
<th>$506,197.00</th>
<th>$799,904.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Craig Roofing Co.</td>
<td>$1,076,249.00</td>
<td>$255,597.00</td>
<td>$659,758.00</td>
<td>$160,894.00</td>
<td>$915,355.00</td>
<td>$416,491.00</td>
<td>$820,652.00</td>
</tr>
</tbody>
</table>

1603 Anchors Way Drive Ventura, CA 93001

Tel: (805) 642-8538 / Fax: (805) 258-2249

www.venturaharbor.com