PORT COMMISSION AGENDA
REGULAR MEETING
APRIL 11, 2018 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 Chair Everard Ashworth

PLEDGE OF ALLEGIANCE: By Chair Everard 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. 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 28, 2018 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 COMMUNICATIONS (5 minutes)
Ventura Port District Staff will update the Commission on important topics if needed.

LEGAL COUNSEL REPORT (5 minutes)

CONSENT AGENDA: (5 minutes)
Matters appearing on the Consent Calendar are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of the Board or the public requests an opportunity to address any given item. Approval by the Board of Consent Items means that the recommendation is approved along with the terms set forth in the applicable staff reports.

A) Approval of First Amendment to Office Lease Agreement for Seth N. Gewirtz, Ted Mechtenberg dba DA Vega/Fisher/Mechtenberg LLP
Recommended Action: Voice Vote.
That the Board of Port Commissioners approve a First Amendment to an Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Seth N. Gewirtz, Ted Mechtenberg dba DA Vega/Fisher/Mechtenberg LLP for 1567 Spinnaker Drive #202, consisting of a total of 573 square feet for a three year term with a two year option.

B) Approval of Out of Town Travel Request
Recommended Action: Voice Vote.
That the Board of Port Commissioners approve the out of town travel request for Marketing Manager, Jennifer Talt-Lundin.

STANDARD AGENDA:

1) Approval of MOU/CBA with Teamsters 186 representing the Dockmaster/Security Officer Unit
Recommended Action: Roll Call Vote.
That the Board of Port Commissioners adopt Resolution No. 3349, approving the Memorandum of Understanding Collective Bargaining Agreement between the Ventura Port District and the International Brotherhood of Teamsters Local Union No. 186, representing all regular full-time employees classified as the Port District Courtesy Patrol.

2) Consideration of Rejection of Claim by Priscilla Levy, Sandra Aiken, Ashley Hwang and Janice Hwang
Recommended Action: Voice Vote.
That the Board of Port Commissioners take action to reject a claim filed against the Ventura Port District on March 27, 2018 by Priscilla Levy, Sandra Aiken, Ashley Hwang and Janice Hwang and authorize the General Manager to execute and mail a Notice of Rejection.

REQUEST FOR FUTURE AGENDA ITEMS

ADJOURNMENT
ATTACHMENT TO PORT COMMISSION AGENDA
CLOSED SESSION CONFERENCE WITH LEGAL COUNSEL

WEDNESDAY, APRIL 11, 2018

1. Conference with Real Property Negotiators - Per Government Code Section 54956.8:
   a) Property: 1567 Spinnaker Drive #202
      Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
      Under Negotiation: First Amendment to Office Lease Agreement for Seth N. Gewirtz, Ted Mechtenberg dba DA Vega/Fisher/Mechtenberg LLP
   b) Property: Parcel 5 and Parcel 8
      Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
      Under Negotiation: Lease Negotiations with H. Parker Hospitality

2. Per Government Code Section 54957.6 - Conference with Labor Negotiators
   a) Employee Units: Dockmaster/Security Officers
      Groups: International Brotherhood of Teamsters Union, Local 186
      District Representatives: Oscar Peña, Brian Pendleton, Timothy Gosney
      Under Negotiation: Labor Negotiations
   b) Employee Units: Harbor Patrol Officers
      Groups: Service Employees International Union (SEIU), Local 721
      Negotiating Parties: Oscar Peña, Brian Pendleton, Timothy Gosney
      Under Negotiation: Labor Negotiations

BOARD OF PORT COMMISSIONERS

APRIL 11, 2018

APPROVAL OF MINUTES

MARCH 28, 2018 MEETING
VENTURA PORT DISTRICT

BOARD OF PORT COMMISSIONERS
MINUTES OF MARCH 28, 2018

The Regular Meeting of the Ventura Board of Port Commissioners was called to order by Chairman Everard Ashworth at 7:05PM at the Ventura Port District Administration Office, 1603 Anchors Way Drive, Ventura, CA 93001.

Commissioners Present:
Everard Ashworth, Chairman
Brian Brennan, Vice Chairman
Jim Friedman, Secretary
Chris Stephens

Commissioners Absent:
None

Port District Staff:
Oscar Peña, General Manager
Gloria Adkins, Accounting Manager
Joe Gonzalez, Facilities Manager
Frank Locklear, Marina Manager
Jennifer Talt-Lundin, Marketing Manager
Jessica Rauch, Clerk of the Board

Legal Counsel:
Timothy Gosney
Dominic Nunneri

AGENDA

CALL TO ORDER: By Chairman Everard Ashworth at 7:05PM.

PLEDGE OF ALLEGIANCE: By Commissioner Friedman.

ROLL CALL: All Commissioners were present.

ADOPTION OF AGENDA

ACTON: Commissioner Brennan moved, seconded by Commissioner Friedman and carried by a vote of 4-0 to adopt the March 28, 2018 agenda.

APPROVAL OF MINUTES
The Minutes of March 14, 2018 Regular meeting were considered as follows:

ACTION: Commissioner Stephens moved, seconded by Commissioner Brennan and carried by a vote of 4-0 to approve the minutes of the March 14, 2018 regular meeting.
PUBLIC COMMUNICATIONS: Alex Hong, owner of Coastal Cone and The Parlor treated the Commission, staff and public to a sweet treat of Taiyaki, which is a sweet waffle cone shaped like a fish.

CLOSED SESSION REPORT: Mr. Gosney stated that the Board met in closed session; discussed and reviewed all items on the closed session agenda. 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 and Mr. Parsons met with representatives of a Native American tribe in Soma who are looking to create a research center and abalone farm to educate the public as to their heritage and the role of aquaculture in their heritage.

STAFF COMMUNICATIONS: Ms. Talt-Lundin reported that the marketing team has met with the Portside PR team and they will be working together on different items. Also, it is Coastal Cones 35th anniversary and opening day of the Ventura Yacht Club is coming up. She reported about the fire on Santa Cruz Island and that Mermaid Month is going well. Mr. Parsons showed the Commissioner pictures of what the Keys Channel/Barranca currently looks like. He also reported that the fish pier deck coring should occur this weekend.

LEGAL COUNSEL REPORT: None.

CONSENT AGENDA:

A) Approval of New Retail Lease Agreement for Ventura Harbor Comedy Club
Recommended Action: Voice Vote.
That the Board of Port Commissioners approve a new Retail Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Andy Randy, LLC dba Ventura Harbor Comedy Club for the premises located at 1559 Spinnaker Drive #205, 205A, B, C, D, E, 210 consisting of a total of 3,679 square feet and 200 square feet of patio for a two year term.

ACTION: Commissioner Friedman moved, seconded by Commissioner Stephens and carried by a vote of 4-0 to approve a new Retail Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Andy Randy, LLC dba Ventura Harbor Comedy Club for the premises located at 1559 Spinnaker Drive #205, 205A, B, C, D, E, 210 consisting of a total of 3,679 square feet and 200 square feet of patio for a two year term.

B) Termination of Wave Realty Office Lease and Approval of New Office Lease for Moorhouse Financial Services, Inc.
Recommended Action: Voice Vote.
That the Board of Port Commissioners:
  a) Approve the termination of an office lease agreement for Wave Realty, dated October 1, 2016 for the premises located at 1575 Spinnaker Drive #201, consisting of 439 square feet; and
  b) Approve a new office lease agreement for the premises located at 1575 Spinnaker Drive #201, consisting of 439 square feet between the Ventura Port District dba Ventura Harbor Village and Jeff M. Moorhouse dba Moorhouse Financial Services, Inc. for a three-year term.
ACTION: Commissioner Friedman moved, seconded by Commissioner Stephens and carried by a vote of 4-0 to approve the termination of an office lease agreement for Wave Realty, dated October 1, 2016 for the premises located at 1575 Spinnaker Drive #201, consisting of 439 square feet; and approve a new office lease agreement for the premises located at 1575 Spinnaker Drive #201, consisting of 439 square feet between the Ventura Port District dba Ventura Harbor Village and Jeff M. Moorhouse dba Moorhouse Financial Services, Inc. for a three-year term.

STANDARD AGENDA:

1) Approval of Financial Statements and Checks
Recommended Action: Roll Call Vote.
That the Board of Port Commissioners adopts Resolution No. 3348 to:
   a) Accept the following financial statements for the Quarter ended December 31, 2017; and
   b) Review the payroll and regular checks for October through December 2017.

ACTION: Commissioner Brennan moved, seconded by Commissioner Stephens and carried by a vote of 4-0 to adopt Resolution No. 3348 to accepting the financial statements for the Quarter ended December 31, 2017; and review the payroll and regular checks for October through December 2017.

2) Changes to the 2018 Board Meeting Schedule
Recommended Action: Voice Vote.
That the Board of Port Commissioners discuss and approve any changes to the 2018 Board Meeting Schedule.

ACTION: Commissioner Brennan moved, seconded by Commissioner Stephens and carried by a vote of 4-0 to approve the following changes to the 2018 Board Meeting Schedule:
   • Cancel May 26
   • Tentative Meeting on May 16

3) Ventura Shellfish Enterprise
Recommended Action: Informational.
That the Board of Port Commissioners receive an informational report regarding Ventura Port District participation at upcoming State meetings in support of the Ventura Shellfish Enterprise.

ACTION: Commissioner Ashworth gave an informational report regarding Ventura Port District participation at upcoming State meetings in support of the Ventura Shellfish Enterprise.

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

ADJOURNMENT: The meeting was adjourned at 7:41PM.

________________________________
Secretary
BOARD OF PORT COMMISSIONERS

APRIL 11, 2018

CONSENT AGENDA ITEM A
APPROVAL OF FIRST AMENDMENT TO LEASE FOR SETH N. GEWIRTZ, TED MECHTENBERG DBA DA VEGA/FISHER/MECHTENBERG LLP
TO: Board of Port Commissioners  
FROM: Robin Baer, Property Manager  
SUBJECT: Approval of First Amendment to Lease for Seth N. Gewirtz, Ted Mechtenberg dba DA Vega/Fisher/Mechtenberg LLP  
1567 Spinnaker Drive #202  

RECOMMENDATION:  
That the Board of Port Commissioners approve a First Amendment to an Office Lease Agreement between the Ventura Port District dba Ventura Harbor Village and Seth N. Gewirtz, Ted Mechtenberg dba DA Vega/Fisher/Mechtenberg LLP for 1567 Spinnaker Drive #202, consisting of a total of 573 square feet for a three year term with a two year option.

SUMMARY:  
Mr. Gewirtz is an accountant that offers a wide range of individualized services, including but not limited to tax preparation, budgeting, bookkeeping, consulting, and financial training for entrepreneurs. Mr. Mechtenberg is an attorney and they want to expand their premises to include more staffing.

BACKGROUND:  
Tenant currently occupies Suite 201 at 1567 Spinnaker Drive. Suite 202 has been vacant for 19 months. It has been over 13 years since there were any improvements performed to the suite. This unit has limited visibility to the front entrance. The combined premises for Suites 201 and 202 is 1,500 square feet. Staff recommends the Board’s approval of the first amendment to lease transaction.

FISCAL IMPACT:  
This new lease reflects current market rental rates for office space in the complex. The annual occupancy cost for the first year is $9,624 and the total three year occupancy cost is $29,700. If they choose to exercise the two-year option the occupancy cost would be $51,000 over the five year term. The minimum rent over the five year term is adjusted annually by 3% each year. The building improvements such as flooring, paint, internet and electrical upgrades are to comply with current code requirements. Estimated building improvement costs are $18,760 and tenant improvement allowance is $1,240 with a total cost of $20,000. These improvements will create a more valuable space and provide for increased revenue in the future.

ATTACHMENT:  
None.
BOARD OF PORT COMMISSIONERS

APRIL 11, 2018

CONSENT AGENDA ITEM B
APPROVAL OF OUT OF TOWN TRAVEL REQUEST
To: Board of Port Commissioners  
From: Oscar F. Peña, General Manager  
Subject: Approval of Out of Town Travel Request  

RECOMMENDATION:  
That the Board of Port Commissioners approve the following out of town travel requests for:  

A) Marketing Manager, Jennifer Talt-Lundin to travel to Solvang, CA to participate in the Central Coast Tourism Council Board Retreat on April 18-19, 2018. Attending this meeting allows the Marketing Manager to participate in planning the annual calendar for projects and provide feedback to help promote the Central Coast as a top destination. Estimated cost for the travel is as follows:  

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>$175.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>$160.00</td>
</tr>
<tr>
<td>Meals</td>
<td>$45.00</td>
</tr>
<tr>
<td>Mileage</td>
<td>$66.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$446.00</strong></td>
</tr>
</tbody>
</table>
BOARD OF PORT COMMISSIONERS
APRIL 11, 2018

STANDARD AGENDA ITEM 1
APPROVAL OF MOU/CBA WITH TEAMSTERS 186 REPRESENTING THE DOCKMASTER/SECURITY OFFICER UNIT
TO: Board of Port Commissioners  
FROM: Oscar Peña, General Manager  
SUBJECT: Approval of MOU/CBA with Teamsters 186 Representing the Dockmaster/Security Officer Unit

RECOMMENDATION:
That the Board of Port Commissioners adopt Resolution No. 3349, approving the Memorandum of Understanding Collective Bargaining Agreement between the Ventura Port District and the International Brotherhood of Teamsters Local Union No. 186, representing all regular full-time employees classified as the Port District Courtesy Patrol.

SUMMARY:

BACKGROUND:
Over the last several months, the District’s General Manager and Marina Manager met with Union Representatives and steward to meet and confer in good faith concerning wages, hours and other terms and conditions of employment. Subject to the approval by the members of the Unit and approval by the Board of Port Commissioners, the MOU shall become effective April 11, 2018 through April 11, 2020.

FISCAL IMPACT:
Subject to approval of the Board of Port commission:
1. The salary range for the represented employees of the Port District Courtesy Patrol shall be as follows:

<table>
<thead>
<tr>
<th>Salary Range Year 1</th>
<th>$2,739 - $4,152/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Range Year 2</td>
<td>$2,821 - $4,277/month</td>
</tr>
</tbody>
</table>

2. Each member of the Port District Courtesy Patrol shall receive a one-time bonus of $250 upon approval of the Board of Port Commissioners.

3. The wages for the Courtesy Patrol in Year 1 shall be increased by 8%.

4. Effective April 11, 2019, the Courtesy Patrol wages shall be increased by 2% based upon a satisfactory evaluation by the General Manager or his/her designee.

5. Upon the effective date of the MOU (April 11, 2018), the represented employees shall be responsible for the full amount of the employee’s share to the PERS Retirement Program. The Ventura Port District will no longer pay the employee share.
The fiscal impacts of this MOU are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Annual Wages</td>
<td>$133,536</td>
</tr>
<tr>
<td>Payroll Increase Year 1</td>
<td>$144,218 (8%)</td>
</tr>
<tr>
<td>Bonus Payment Year 1</td>
<td>$1,000</td>
</tr>
<tr>
<td>Payroll Increase Year 2</td>
<td>$147,102 (2%)</td>
</tr>
<tr>
<td><strong>Total Payroll Expense over 2 year Period</strong></td>
<td><strong>$292,320</strong></td>
</tr>
</tbody>
</table>

The fiscal impact to the District as a result of the employee paying his/her own share of the PERS Retirement contribution results in a savings of $20,392 over the two year term of this MOU.

**ATTACHMENTS:**
Attachment 1 – Resolution No. 3349
Exhibit A to Attachment 1 – Memorandum of Understanding
RESOLUTION NO. 3349

RESOLUTION OF THE BOARD OF PORT COMMISSIONERS OF THE VENTURA PORT DISTRICT APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE VENTURA PORT DISTRICT AND TEAMSTERS 186 REPRESENTING THE DOCKMASTER/SECURITY OFFICER UNIT

WHEREAS, the Memorandum of Understanding and Collective Bargaining Unit Agreement between the Ventura Port District and Teamsters 186 expired on August 30, 2017; and

WHEREAS, in compliance with the requirements of the Meyers-Millas Brown Act, the Ventura Port District and the Teamsters 186 continued to meet and confer in good faith concerning wages, hours and other terms and conditions of employment in the form of Exhibit A; and

NOW, THEREFORE, BE IT RESOLVED, the Board of Port Commissioners of the Ventura Port District hereby approves the Memorandum of Understanding between the Ventura Port District and the International Brotherhood of Teamsters, Local Union No. 186 for and on behalf of the Dockmaster/Security Officer Unit, effective April 11, 2018.

BE IT FURTHER RESOLVED, that the General Manager and staff are hereby authorized and directed to take such actions as may be reasonably necessary to implement and abide by the Memorandum of Understanding as described in Exhibit A.

PASSED APPROVED AND ADOPTED by the Board of Port Commissioners this 11th day of April 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

______________________________
Everard Ashworth, Chairman

ATTEST:

______________________________
Jim Friedman, Secretary
EXHIBIT A

MEMORANDUM OF UNDERSTANDING COLLECTIVE BARGAINING AGREEMENT

INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 186

AND

THE VENTURA PORT DISTRICT

Dated: (Ratification) APRIL 11, 2018

2 Year Term
MEMORANDUM OF UNDERSTANDING TABLE OF CONTENTS

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PREAMBLE
This is the Memorandum of Understanding (Collective Bargaining Agreement) between the Ventura Port District, hereafter known as the "District" and the duly authorized representative, the International Brotherhood of Teamsters Local Union No. 186, hereafter known as the "Union". It is the result of meeting and conferring in good faith regarding the matters of wages, hours and other terms and conditions of employment for the Port District Courtesy Patrol.

ARTICLE 1 – RATIFICATION
It is agreed that this Memorandum of Understanding has no force or effect until ratified by the Union members of the Unit and approved and implemented by the Board of Port Commissioners.

ARTICLE 2 – FORMAL RECOGNITION
The Union is hereby designated as the formally recognized employee organization for all regular full-time employees occupying the classification of Port District Courtesy Patrol

ARTICLE 3 – UNION SECURITY
A. It shall be a condition of employment that all employees of the District covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first calendar day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on its effective date shall, on the thirty-first calendar day following the beginning of such employment, become and remain members in good standing in the Union.

B. The District agrees to deduct monthly from the wage of each employee covered by this Agreement, upon signed authorization therefore, such employee’s union dues assessment, and monthly dues owing to the Union as a result of membership therein and shall forward said dues to the Union’s Secretary-Treasurer.

All such deductions shall be made from the first paycheck of each month, and all sums to be deducted shall be remitted to the Secretary-Treasurer of the Local Union, not later than the fifteenth (15th) day of each calendar month. All checks shall be made payable to the Teamsters, in accordance with written notification from the Union to the District. The Union agrees to indemnify the District and make it whole against any claims or action arising out of the deduction and remittance of the Union fees and/or monthly dues.

ARTICLE 4 – HOURS AND DAYS OF WORK/WORKWEEK SCHEDULE
Employees assigned to shift work may be rotated between the various shifts from time to time. Those assigned to shift work are entitled to one half hour meal period per shift. During the meal period, the employee must be within hearing proximity of the radio system. Employees assigned to shift work may be rotated between the various shifts from time to time. Those assigned to shift work are entitled to one half hour meal period per shift. During the meal period, the employee must be within hearing proximity of the radio system.

Regular 5 days of 8 hours worked for a 40 hour work week

The "9/80 Alternative Workweek Schedule" allow an employee to work four (4) 9-hour days plus on (1) 8-hour day in one seven-day period (44 hours) and four (4) 9-hours days in an
alternating seven day period (36 hours) without the payment of an overtime rate of compensation. For all employees working a 9/80 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day which constitutes their regularly scheduled alternating day off. Participating employees working longer than nine hours but no more than twelve hours in a day pursuant to the alternative workweek schedule, or more than forty hours per workweek, shall be paid an overtime rate of compensation of one and one-half times the regular rate of pay. If a District holiday falls on an employee's regularly scheduled day off while participating in the 9/80 workweek, that employee will accrue nine hours of Comp Time. This Comp Time must be used within two months after the employee receives the approval from the employee's supervisor.

If additional staff is hired by the Marina Manager or General Manager the District reserves the right to designate a specific schedule for new hires during the term of the MOU.

**ARTICLE 5 – HOLIDAYS**

**PAID LEAVES**

Each full-time employee shall be entitled to the following holidays each calendar year with pay:

- New Year's Day (January 1)
- Martin Luther King Day (third Monday in January)
- Presidents' Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4)
- Labor Day (first Monday in September)
- Veterans' Day (November 11)
- Thanksgiving Day (fourth Thursday in November)
- The Friday after Thanksgiving,
- Christmas Day (December 25)
- Two (2) personal holidays.

If any of these holidays falls on a Sunday, the following Monday shall be treated as the holiday. If the holiday falls on a Saturday, the preceding Friday shall be treated as the holiday. For Departments that have employees who regularly work weekends, the holiday shall be observed on the actual holiday regardless of day of the week on which the holiday falls. Employees must be employed by the District on the day preceding and the day following a holiday for the employee to be entitled to a paid holiday. Employees who are on authorized paid leave are considered as employed for purposes of this policy.

Employees may request to take off two days per fiscal year as personal holidays. These personal holidays will be lost if not taken in the fiscal year. Prior approval from the General Manager is required.

At the discretion of the General Manager the holiday schedule may be amended.

**Holiday Pay**

Any non-exempt employee who is off on a holiday for any reason, except for industrial related injury or disability, shall receive either one day of Holiday Pay or one day of compensatory time as appropriate.

Employees on Long Term Disability or extended Worker's Comp (over 90 days) shall not be eligible for Holiday Benefits and no compensatory time shall accrue.
Any non-exempt employee who works a holiday as part of his or her normal workweek shall receive 1.5 times his or her hourly wage for each hour worked plus one day of compensatory time.

Any hours a non-exempt employee works on a Holiday over his or her normal workday shall be paid at double-time.

Any non-exempt employee who works a holiday in addition to his or her normal workweek shall receive double-time for hours worked plus one day of compensatory time. Any hours worked beyond the employees normal workday shall also be paid at double-time.

ARTICLE 6 – UNIFORM SERVICE
Each Port District Courtesy Patrol will have the option, at District expense, to utilize a Uniform Service to provide and clean the basic uniform.

ARTICLE 7 – ISSUED EQUIPMENT AND ALLOWANCE
The District will provide and replace as necessary the following essential equipment for each Port District Courtesy Patrol: Belt, shoes, hat, jacket, foul weather gear, flashlight (for swing and graveyard shifts), waterproof VHF radio, and other equipment deemed essential for the job by the Marina Manager. All equipment will be returned to the Port District upon separation from employment.

All Port District Courtesy Patrol will be reimbursed up to $300.00 per fiscal year, with proof of items purchased related to employment as Port District Courtesy Patrol. This gear will be retained by the employee upon separation from employment. The Marina Manager will maintain allowance records.

ARTICLE 8 – VEHICLE USE
The District will provide a shared vehicle to the Port District Courtesy Patrol to use on patrol to perform daily and other job functions. The members of the Unit will be responsible to keep the vehicle clean and fueled. They will report mechanical issues to the Maintenance Department for repair.

ARTICLE 9 – HEALTH AND SAFETY
The District will comply with State and Federal Laws health and safety standards.

ARTICLE 10 – SUCCESSOR AGENCY
In the event the District sells, transfers or assigns property to another entity, be it a public or private agency, the District will use its best efforts to seek the transfer by the successor or entity of existing regular employees Port District Courtesy Patrol and their compensation schedule and benefits.

ARTICLE 11 – CONFLICTS OR CHANGES IN POLICY
It is understood and agreed that the Ventura Port District maintains a Human Resources Manual that applies to all employees of the District who are not members of the Board of Port Commissioners.

If a provision of these policies conflicts with any provision of an applicable collective bargaining agreement entered into by the District and a recognized employee organization, to the extent of such conflict, the provisions of the Teamsters Local 186 collective bargaining agreement (MOU) shall be deemed controlling unless the policies have been renegotiated recently.
The District shall provide Teamster Local Union No. 186 with advanced reasonable notice, but in no case less than (20) twenty working days, of any proposed changes in policy that could affect wages, hours and other terms and conditions of employment with the intent that the District would meet and confer in good faith.

**ARTICLE 12 – VALIDITY OF M.O.U.**

Should any portion of this MOU be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, such invalidation of such portion of this M.O.U. shall not invalidate the remaining portions hereof. They shall remain in full force and effect.

**ARTICLE 13 – AGENCY SHOP**

Every employee in the bargaining unit is represented by Teamsters Local 186 and shall, as a condition of employment, either join the Union paying the appropriate Union dues, or pay an agency shop fee. Employees who are members of a bona fide religion, body or sect that have historically held conscientious objection to joining or financially supporting public employee organizations, may, as an alternative pay a sum equal to the agency shop fee to a non-religious and non-labor charitable fund, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code. Such an employee will be required to fill out the appropriate form provided by the District and designate the charitable fund(s) including name, address and phone number for which he/she intends to submit the charitable contribution in lieu of the agency shop fee.

Proof of such payment of such funds will be required to be submitted by the 15th of the each calendar month to Payroll for verification. A copy of proof and the initial form will be forwarded to the Union.

It is mutually agreed by the parties that the agency shop provisions of this MOU may be rescinded by a majority vote of all employees represented by this Unit as set forth in California Government Code section 3501.5(d).

Unit employees who are members of the Union on the effective date of this MOU and those who voluntarily join thereafter during the term of this MOU are required to maintain their membership during the term of this MOU.

In accordance with Government Code Section 3502.5(f), Teamsters is required to keep an adequate record of its financial transactions and shall make available annually to the District and the District employees who are members of the Union, within 60 days after the end of the fiscal year, financial records specifically identified in Government Code section 3505.2(f). The Teamsters agree to comply with Government Code section 3502.5(f).

The Unit shall establish an Agency Shop. Teamsters Local 186 agrees to indemnify and hold the District harmless against any liability arising from any claims, demands or other action relating to the District's compliance with this section and with compliance with the agency fee obligation. For purposes of this section, Agency Shop shall be as defined in the California Government Code, Section 3502.5 and the provisions of this section relating to payments and administration of Agency Shop shall apply.
ARTICLE 14 – UNION ACCESS
A. Designation of Stewards
1. The Union may designate one trained steward. At the invitation of the represented
employee, the steward may represent employees in grievances or disciplinary
appeals, as outlined in the District’s Human Resources Manual. The steward shall
serve as a communication link between the Union and management and otherwise
represent the interests of the Union. The name of the steward, once designated by
the Union, shall be submitted, at least annually, or as vacancies occur, to the
General Manager for appropriate distribution.

2. The steward, to the extent such cannot be done on non-duty time, may use a
reasonable amount of on-duty time for the purposes of processing grievances or
appeals of represented employees. Such use of on-duty time shall be subject to
advance approval by the General Manager and it shall not interfere with the normal
operations or with established safety or job requirements.

B. Reasonable Access
1. Reasonable access to employees work locations shall be granted to officers of
Teamsters Local 186 and their officially designated representatives for the purpose
of processing grievances or contacting members of the organization concerning
business within the scope of representation; provided the District is given reasonable
advanced notice and provided such access to work locations does not interfere with
the normal operations of the District.

ARTICLE 15 – BULLETIN BOARD
The District shall provide a bulletin board which shall be used for authorized Union notices.

ARTICLE 16 – MAINTENANCE OF STANDARDS
No employee shall suffer retaliation, disciplinary action or lose benefits as a result of joining the
Union.

ARTICLE 17 – GRIEVANCE PROCEDURE
At the invitation of the represented employee, a Union Representative or Union Steward may
participate in the District’s Grievance Process, which is outlined in its Human Resources
Manual.
A. A grievance shall be defined as a violation by the District of a specific article of this
Agreement, including layoffs, suspensions, or discharges of employees entitled to contest
such action. In any event a grievance must be filed in writing with a copy to the District.
Employees’ failure to file a grievance in writing within seven (7) working days after the
known occurrence of the act which resulted in the grievance, or failure to follow the
grievance procedure in accordance with the steps, time limits and conditions contained
herein, shall render the grievance null and void. The District normally must take disciplinary
action, where either a suspension or discharge is involved, within ten (10) working days of
the infraction or knowledge of the infraction. In unusual circumstances, the time limit may be
waived with written notification to the Union.

B. An earnest effort shall be made to settle grievances in a timely manner under the following
procedures:

Step 1. The employee and the shop steward, if desired by the employee, shall meet with the
immediate supervisor and attempt to resolve any grievance.
Step 2. If no resolution is reached after Step 1, the Business Representative of the Union and the General Manager shall meet within fifteen (15) calendar days from the filing of the written grievance, or a longer period if mutually agreed upon in writing, to attempt to resolve the grievance.

Step 3. If the District and the Union fail to reach agreement in Step 2, and both parties mutually agree, the grievance can be submitted to the State Mediation Service. At an informal hearing, the mediator will attempt to resolve the issue. The District and the Union agree to the hearing and that the decision of the mediator will be advisory and not binding on the parties.

If there is no resolution reached after steps 1, 2, and 3, the Chairman of the Board of Port Commissioners shall appoint a subcommittee to meet and review the grievance with the employee. The subcommittee shall respond within 30 days from the date of the meeting. The Union agrees that the decision of the subcommittee will be binding.

ARTICLE 18 – CLASSIFICATIONS
A. The represented classification is:
   Full-time Port District Courtesy Patrol

B. The District will make their best effort to fill a Full-Time Port District Courtesy Patrol position when a vacancy exists.

ARTICLE 19 – SENIORITY
A. Employee’s seniority will not be established until after employee has been in the service of the District for twelve (12) months. It is mutually agreed that seniority shall be defined as length of continuous service without break. Break in continuity of service with resulting cancellation of seniority will result from any of the following: (1) discharge; (2) resignation, retirement or other termination of service by voluntary act of employee; (3) continued absence of one year or more from work. (4) absences without good cause; (5) working for another employer during a leave of absence, without prior notification to and approval by the Union and by General Manager of the District; (6) is a no-call, no-show for three consecutive working days, unless the employee can prove by competent medical evidence that he was physically unable to notify the District of his absence or have someone notify the District on his behalf; and (7) fails to notify the District of his intent to return within seventy-two (72) hours after receiving a notice of recall from layoff by way of certified mail.

B. The District shall discharge an employee at the expiration of seven (7) calendar days following receipt of written notice from the Union that the employee has failed to complete or maintain membership in good standing in the Union unless the employee has corrected the deficiency and the District is so notified within the seven (7) days.

C. Layoff and Recall: Seniority shall prevail in demotions occurring as a result of reductions in the work force, layoffs, and rehiring, provided the senior employee is both qualified and able to perform the work required. In the event of layoff, seniority shall prevail only if the employee involved is at the time of applying for the position involved, qualified by experience or training so that training in the new position will be for familiarization only. In these cases, seniority shall prevail in bid classifications and work weeks, qualifications and ability to perform work as required being equal, as reasonably determined by the District General Manager.
A layoff out of the inverse of Seniority may be made if special job skills are required as reasonably determined by the General Manager. In cases where there are two or more employees in the classification from which the layoff is to be made who have the same seniority date, such employees shall be laid off on the basis of the last evaluation rating in the class.

ARTICLE 20 – VENTURA PORT DISTRICT RIGHTS
A. The Union recognizes that the District has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage District services and work force performing those services in all respects.

B. The District General Manager and appropriate Supervisor have and will continue to retain exclusive decision-making authority over matters within their jurisdiction that are not lawfully and expressly modified by specific provisions of this Memorandum.

C. The exclusive rights of the District shall include, but not be limited to:
   - the right to determine the organization of the District government and the purpose and mission its constituent departments
   - to set standards of services to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations
   - to establish, modify, and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this Memorandum
   - to direct its employees
   - to take disciplinary action consistent with legal requirements
   - to relieve its employees from duty because of lack of work or for other legitimate reasons in accordance with applicable District procedures
   - to determine whether goods or services shall be made, purchased or contracted for
   - to determine the methods, means, and personnel by which the District’s services are to be provided, including the right to schedule and assign work and overtime
   - and to otherwise act in the interest of efficient service to the community
   - nothing in this provision shall be deemed to supersede Federal and State Laws.

ARTICLE 21 – HEALTH INSURANCE AND OTHER EMPLOYEE BENEFITS
The Port District’s contribution to Medical and Dental Insurance Plans and Optional Benefit Plan will be equal to the contribution given to other full-time non-represented District employees.

ARTICLE 22 – RETIREMENT
The District shall continue to provide for employee retirement benefits through participation in the California Public Employee’s Retirement System (CalPERS). The effective date of this MOU shall be approved by members of the unit and approved and implemented by the Board of Port Commissioners. Union Members shall be required to pay for the employee’s share of the PERS retirement contribution. The District will no longer pay the employees share of the PERS retirement. The PERS retirement includes:

1) Miscellaneous Formula 2% at 55 Retirement Program,
2) Credit for unused sick leave,
3) One-Year Final Compensation,
4) The Employee contribution to PERS Retirement is “7% of Salary”
New employees hired to the Unit on or after January 1, 2013, will be subject to the provisions of “The Pension Reform Act of 2013”, including any subsequent legislation or court rulings. Existing Misc employees shall be subject to all PERS requirements as provided by the California Public Employees Retirement System at all times of employment with the District.

ARTICLE 23 – CONCLUSIVENESS
Within this Memorandum of Understanding, the District has met its obligations to meet and confer in good faith as provided by law for the term hereof. However, any changes proposed by the District in the Personnel Rules and Regulations that fall with the scope of meeting and conferring pursuant to the Meyers-Milias-Brown Act (MMB) and this Memorandum of Understanding that affect employees represented by the Union will be submitted to the Union 30 days in advance of such proposed action, except in case of emergency as provided by the Meyers-Milias-Brown Act, for the purpose of meeting and conferring regarding such proposed changes.

ARTICLE 24 – WAGES
Effective on the ratification date of this MOU, the monthly salary range for the represented positions of the Port District Courtesy Patrol shall be:

<table>
<thead>
<tr>
<th>Salary Range Year 1</th>
<th>$2,739 - $4,152/month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salary Range Year 2</td>
<td>$2,821 - $4,277/month</td>
</tr>
</tbody>
</table>

Effective upon ratification of this MOU, the represented employees shall receive an increase of 8%, which 7% will attributed to the employees share of the PERS retirement benefit as outlined in Article 25. Additionally, upon the date this MOU is approved by members of the unit and approved and implemented by the Board of Port Commissioners, the employees shall be paid a one-time bonus of $250. Upon the 13th month of the proposed MOU term, the represented employees’ wages shall be adjusted by 2% with a satisfactory evaluation.

ARTICLE 25 – TERM OF AGREEMENT
The term of this agreement shall be two years, commencing the date this MOU is approved by members of the unit and approved and implemented by the Board of Port Commissioners. This agreement is hereby agreed to and shall remain in full force and effect after ratification by the employees and approval by the Board of Port Commissioners.

FOR THE EMPLOYER:
Ventura Port District
Oscar Peña, General Manager

FOR THE UNION:
International Brotherhood of Teamsters
Local Union No. 186
Abel Garcia, Secretary-Treasurer
Principal Officer
BOARD OF PORT COMMISSIONERS

APRIL 11, 2018

STANDARD AGENDA ITEM 2

CONSIDERATION OF REJECTION OF CLAIM BY PRISCILLA LEVY, SANDRA AIKEN, ASHLEY HWANG AND JANICE HWANG
TO:        Board of Port Commissioners
FROM:     Jessica Rauch, Clerk of the Board
SUBJECT:  Consideration of Rejection of Claim by Priscilla Levy, Sandra Aiken, Ashley Hwang and Janice Hwang

RECOMMENDATION:
That the Board of Port Commissioners take action to reject a claim filed against the Ventura Port District on March 27, 2018 by Priscilla Levy, Sandra Aiken, Ashley Hwang and Janice Hwang and authorize the General Manager to execute and mail a Notice of Rejection.

SUMMARY:
The claim was submitted to the District’s Legal Counsel and Risk Manager, Carl Warren for review. It is recommended that the Board reject the claim as submitted. A Notice of Rejection has been prepared for the General Manager’s signature.

BACKGROUND:
On January 1, 2015, the claimants entered into a restaurant lease agreement with the Ventura Port District for an eight year term for the space known as Coffee Dock and Post. In August of 2017, the claimants notified the District of their desire to sell the business. Claimants marketed the space, screened numerous prospective buyers and found their desired buyer. All required documents were produced and signed and the item was put on the September 27, 2017 Board of Port Commissioners Closed and Open Session agendas. It was heard and discussed in Closed Session, but pulled from the Open Session agenda. Claimants requested this item be put on the next agenda for a decision. On November 15, 2017, the Board rejected the proposed sale and lease assignment, stating financial issues with the proposed buyer.

FISCAL IMPACT:
This claim could result in damages in excess of $150,000.00.

ATTACHMENTS:
Attachment 1 – Carl Warren Letter, dated March 28, 2018
Attachment 2 – Notice of Rejection
March 29, 2018

Ventura Port District
1603 Anchors Way Drive
Ventura, CA 93001

Attention: Jessica Rauch, Executive Secretary/Clerk of the Board

RE: Principal : California JPIA
Member : Ventura Port District
D/Event : 11/15/17
Claimant : Priscilla Levy, Sandra Aiken, Ashley Hwang, Janice Hwang
Our File : 1978518

Dear Ms. Rauch:

We have received and reviewed the claim you presented to Carl Warren & Company for coverage under the California JPIA’s Memorandum of Liability Coverage for 2017/2018. The claimants were tenants of the District operating a coffee shop in Harbor Village. The claimants desired to sell the business. The District found a buyer for the business and then refused to allow the claimants to assign the lease to the new buyer. The claimants contend this refusal was commercially unreasonable.

Our analysis of the claim has revealed that coverage cannot be afforded at this time.

We suggest you refer the claim to your City Attorney for handling. At your request we will review any subsequent pleadings and/or information for application under the California Joint Powers Insurance Authority’s 2017/2018 Memorandum of Liability Coverage.

It is our position that this loss is excluded from coverage due to, but not limited to, Exclusion Q.

Exclusion Q excludes coverage for:

“Any Claim, liability, alleged liability, loss, cost, or expense including Tort Liability:

(i) Arising out of or as a consequence of an actual or alleged breach of any contract or agreement;

(ii) For any amount actually or allegedly due under the terms of any contract or agreement; or

(iii) Arising out of or as a consequence of the failure, refusal, or inability of a Protected...
Party or anyone acting on behalf of a Protected Party to enter into or renew any contract or agreement.

However, this exclusion shall not apply to Tort Liability imposed by law for Damages caused by, arising out of, or as a consequence of failure or delay by a Protected Party or anyone acting on behalf of a Protected Party to fully perform any duties or obligations under any contract or agreement.

As used in this exclusion, the term “contract or agreement” shall include but not be limited to a Protected Contract or Limited Protected Contract.

Please note that the California Joint Powers Memorandum of Liability Coverage provides for an appeal process for a review of the determination of a lack of coverage by the California Joint Powers Insurance Authority Executive Director. The appeal must be made in writing and within 90 days of the date of this written notice of a lack of coverage. The appeal should be mailed to the California Joint Powers Insurance Authority - Attn: Jonathan Shull, Chief Executive Officer, 8081 Moody Street, La Palma, CA 90623. Should you desire that the Authority provide defense counsel during the pendency of the appeal, your appeal notice must include that request.

If you would like to discuss the content of this correspondence, please do not hesitate to contact the undersigned.

Very truly yours,

CARL WARREN & CO.

George J. Mankiewicz
Claims Supervisor
NOTICE OF REJECTION OF CLAIM

TO: STINNETT LAW FIRM
Jeffrey J. Stinnett, Attorney
260 Maple Court, Suite 230
Ventura, CA 93003

Notice is hereby given that the claim which you presented to the Ventura Port District on March 27, 2018, was rejected by action of the Board of Port Commissioners at its meeting held on April 11, 2018.

WARNING

Subject to certain exceptions, you have only six (6) months from the date this notice was personally delivered or deposited in the United States mail to file a state court action on this claim. (See Government Code Section 945.6)

This time limitation applies only to causes of action arising under California law for which a claim is mandated by the California Government Tort Claims Act. Government Code Sections 900 et. seq. Other causes of action, including those arising under federal law, may have different time limitations for filing.

You may seek the advice of an attorney of your choice in connection with this matter. If you desire to consult an attorney, you should do so immediately.

Dated: March 12, 2018

VENTURA PORT DISTRICT

By: ____________________________
Oscar F. Peña
General Manager