



VENTURA PORT DISTRICT BOARD OF PORT COMMISSIONERS

Michael Blumenberg, Chair
Jackie Gardina, Vice-Chair
Anthony Rainey, Secretary
Brian Brennan, Commissioner
Chris Stephens, Commissioner

Brian D. Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
Tom Bunn, Legal Counsel
Jessica Rauch, Clerk of the Board

REGULAR MEETING WEDNESDAY, JUNE 19, 2024

VENTURA PORT DISTRICT OFFICE
1603 ANCHORS WAY DRIVE
VENTURA, CA 93001

CLOSED SESSION – 6:00PM
OPEN SESSION – 7:00PM

PUBLIC PARTICIPATION OPTIONS

MEETINGS WILL BE CONDUCTED IN A HYBRID MODEL WITH BOTH IN-PERSON ATTENDANCE AND VIRTUAL PARTICIPATION.

WATCH THE MEETING LIVE

<https://us02web.zoom.us/j/83276329300>

Webinar ID: 832 7632 9300

1-669-900-6833

1-253-215-8782

PUBLIC COMMENT VIA ZOOM

To request to speak on an item, use the “raise hand” button to notify the Clerk. The Clerk will announce public speakers and unmute participants to speak. Please be mindful that the meeting will be recorded, and all rules of procedure and decorum apply for in-person attendees and those participating virtually.

SUBMIT PUBLIC COMMENT VIA EMAIL

To submit written comments on a specific agenda item, please do so via email by 4:00PM on the day of the meeting. When sending an email, please indicate in the subject line, the agenda item number (i.e. General Public Comment or Consent Item A). Written comments should be no more than 1,000 characters in length. Written comments will be distributed to the Commission and will be posted as a supplemental packet on the District’s website at <https://venturaharbor.com/board-meeting-documents/>. Please submit your comment to the Clerk of the Board at jrauch@venturaharbor.com.

**CLOSED SESSION
6:00PM**

CALL TO ORDER: *By Chair Michael Blumenberg.*

ROLL CALL: *By the Clerk of the Board.*

PUBLIC COMMUNICATIONS (3 minutes)

The Public Communications period is set aside to allow public testimony on items only on the Closed Session Agenda. Each person may address the Commission for up to three minutes or at the discretion of the Chair.

CONVENE IN CLOSED SESSION

CLOSED SESSION AGENDA

1. Conference with Labor Negotiators - Per Government Code Section 54957.6

- | | |
|----------------------|---|
| a) Employee Units: | Courtesy Dockmasters |
| Groups: | International Brotherhood of Teamsters Union, Local 186 |
| Negotiating Parties: | Brian Pendleton, Todd Mitchell, Tom Bunn, Oliver Yee |
| Under Negotiation: | Labor Negotiations |

ADJOURNMENT

**OPEN SESSION
7:00PM**

CALL TO ORDER: *By Chair Michael Blumenberg.*

PLEDGE OF ALLEGIANCE: *By Chair Michael Blumenberg.*

ROLL CALL: *By the Clerk of the Board.*

ADOPTION OF AGENDA

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.

APPROVAL OF MINUTES

The Minutes of the June 5, 2024 Port Commission Regular Meeting will be considered for approval.

PUBLIC COMMUNICATIONS

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

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

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 REPORTS

Ventura Port District Staff, Legal Counsel and General Manager will give the Commission updates on important topics or items of general interest if needed.

PRESENTATION HONORING COMMISSIONER BRIAN BRENNAN

CONSENT AGENDA:

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 Out-of-Town Travel Requests

Recommended Action: Voice Vote.

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

- a) Harbormaster John Higgins to attend FEMA CERT Train-the-Trainer Course July 9-11, 2024 in Riverside, CA.
- b) Senior Harbor Patrol Officer Brendan Donohue to attend FEMA CERT Train-the-Trainer Course July 9-11, 2024 in Riverside, CA.
- c) Harbor Patrol Officer Mason Alford to attend FEMA CERT Train-the-Trainer Course July 9-11, 2024 in Riverside, CA.
- d) Sr. Business Operations Manager, Todd Mitchell to attend CMANC Fall Meeting from September 11 to 13, 2024 in Santa Cruz, CA.
- e) Sr. Business Operations Manager, Todd Mitchell to attend the CMANC Officers Trip from September 30 to October 1, 2024 in Washington, DC.

B) Award of Bid for the FY2024-2025 Janitorial Services for Ventura Harbor Village Restrooms and District Administration Office

Recommended Action: Voice Vote.

That the Board of Port Commissioners award the FY2024-2025 Janitorial Services Contract to Premier Property Preservation in the amount of \$80,000.

C) Rejection of All Bids for the FY2024-2025 Security Services for Ventura Harbor Village

Recommended Action: Voice Vote.

That the Board of Port Commissioners reject all bids for FY2024-2025 Security Services for Ventura Harbor Village.

D) Approval of Amendment No. 1 to a Professional Services Agreement with Swift Chip, Inc. for Information Technology Services

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve Amendment No. 1 to the Professional Services Agreement with Swift Chip, Inc. increasing the amounts to \$122,982 from \$113,500 for July 1, 2024 to June 30, 2025 and \$126,671.46 from \$116,500 for July 1, 2025 to June 30, 2026 to provide information technology services.

E) Approval of Annual Professional Services Agreements for Administrative, Advocacy, Technical, and Legal Support Services

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve the Professional Services Agreements with:

- a) Carpi & Clay, Inc. in the amount of \$60,000 to provide the District with federal advocacy services from July 1, 2024 to June 30, 2025.
- b) K&L Gates in the amount of up to \$60,000 to provide advocacy for the establishment of aquaculture in proximity to Ventura Harbor and legal support for regulatory agency permitting from July 1, 2024 to June 30, 2025.
- c) Liebert Cassidy Whitmore in the amount of up to \$60,000 to provide human resources legal services from July 1, 2024 to June 30, 2025.
- d) Rincon Consultants, Inc. in the amount of up to \$135,000 to provide dredging support, inner harbor dredging technical support, and coastal development permitting support from July 1, 2024 to June 30, 2025.
- e) Dixon Consultants, Inc. in the amount of \$50,000 to provide managed parking consulting, permitting, stakeholder engagement, and procurement support from July 1, 2024 to June 30, 2025.
- f) RRM Design Group, Inc. in the amount of \$45,000 to provide architectural design services for the planning of developing the Parcel 5 grass lawn area from July 1, 2024 to June 30, 2025.

STANDARD AGENDA:

1) Adoption of Resolution No. 3502 Updating the Ventura Port District Human Resources Manual, Proclaiming June 19th as an Official District Holiday and Rescinding Resolution No. 3463

Recommended Action: Roll Call Vote.

That the Board of Port Commissioners adopt Resolution No. 3502:

- a) Approving updates to the Ventura Port District Human Resources Manual.
- b) Proclaiming June 19th “Juneteenth” as an official Ventura Port District Holiday.
- c) Rescinding Resolution No. 3463.

2) Acceptance of Fiscal Year 2022-2023 Audit

Recommended Action: Voice Vote.

That the Board of Port Commissioners accept the Basic Financial Statements and Supplementary Information with Independent Auditor’s Report for the Year Ended June 30, 2023, prepared by Clifton Larson Allen, LLP.

3) Adoption of Resolution No. 3503 Approving the FY2024-2025 Final Budget for the Harbor Patrol Department

Recommended Action: Roll Call Vote.

That the Board of Port Commissioners adopt Resolution No. 3503 approving the FY2024-2025 Final Budget for the Harbor Patrol Department.

4) Adoption of Resolution No. 3504 and No. 3505 Approving the FY2024-2025 Annual Budget, Five-Year Capital Improvement Plan and Salary Schedule for Non-Represented Employees

Recommended Action: Roll Call Vote.

That the Board of Port Commissioners adopt:

- a) Resolution No. 3504 approving the FY2024-2025 Ventura Port District Annual Budget and Five-Year Capital Improvement Plan.

- b) Resolution No. 3505 approving the FY2024-2025 Salary Schedule for Non-Represented Employees of the District.

5) Approval of Cancellation of July 3, 2024 Regular Port Commission Meeting

Recommended Action: Roll Call Vote.

That the Board of Port Commissioners approve the cancellation of the July 3, 2024 meeting.

ADJOURNMENT

*This agenda was posted on June 14, 2024 by 5:30p.m. at the Port District Office and online at
<https://venturaharbor.com/board-meeting-documents/>*

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 or the California Relay Service at 711 or (800) 855-7100. Notification 72 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)



VENTURA
PORT DISTRICT
Established 1952

BOARD OF PORT COMMISSIONERS
JUNE 19, 2024

APPROVAL OF MINUTES
JUNE 5, 2024
REGULAR MEETING

VENTURA PORT DISTRICT

BOARD OF PORT COMMISSIONERS REGULAR MEETING MINUTES OF JUNE 5, 2024



CLOSED SESSION

CALL TO ORDER:

The Ventura Board of Port Commissioners Regular Closed Session Meeting was called to order by Chair Blumenberg at 6:32PM at the Ventura Port District Administration Office, 1603 Anchors Way Drive, Ventura, CA 93001 and via Zoom meeting.

ROLL CALL:

Commissioners Present:

Michael Blumenberg, Chair
Jackie Gardina, Vice-Chair
Anthony Rainey, Secretary
Brian Brennan

Commissioners Absent:

Chris Stephens

Port District Staff:

Brian Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
Jessica Rauch, Clerk of the Board

Legal Counsel:

Tom Bunn, Lagerlof LLP

Number of interested persons:

0 via zoom; 0 in-person

PUBLIC COMMUNICATIONS: None. Closed at 6:33PM.

CONVENED TO CLOSED SESSION AT 6:34PM.

ADJOURNMENT: Closed Session was adjourned at 7:00PM.

OPEN SESSION

ADMINISTRATIVE AGENDA:

CALL TO ORDER:

The Ventura Board of Port Commissioners Regular Open Session Meeting was called to order by Chair Blumenberg at 7:02PM at the Ventura Port District Administration Office, 1603 Anchors Way Drive, Ventura, CA 93001 and via Zoom meeting.

PLEDGE OF ALLEGIANCE: By Calli Brazerol.

ROLL CALL:

Commissioners Present:

Michael Blumenberg, Chair
Jackie Gardina, Vice-Chair
Anthony Rainey, Secretary
Brian Brennan

Commissioners Absent:

Chris Stephens

Port District Staff:

Brian D. Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
Jessica Rauch, Clerk of the Board
Gloria Adkins, Accounting Manager
Calli Brazerol, Marketing & Events Coordinator I
Joe Gonzalez, Capital Projects Manager
Sergio Gonzalez, Facilities Manager
Wayne Hatch, Maintenance Supervisor
Ruby Hedrick, Marketing & Events Coordinator II
John Higgins, Harbormaster
Pat Hummer, Sr. Harbor Patrol Officer via Zoom
Jessica Perkins, Accountant via Zoom
Jessica Snipas, Business Operations Analyst
Jennifer Talt-Lundin, Marketing Manager

Legal Counsel:

Tom Bunn, Lagerlof Lawyers LLP

City of Ventura Liaisons

Councilmember McReynolds, City Council Liaison – Absent

Number of interested persons:

0 via zoom; 0 in person

ADOPTION OF AGENDA

ACTION: Commissioner Brennan moved to adopt the June 5, 2024 agenda.

Commissioner Rainey seconded. The vote was unanimous.

APPROVAL OF MINUTES

The Minutes of the May 15, 2024 Port Commission Regular Meeting were considered as follows:

ACTION: Commissioner Brennan moved to approve the Minutes of May 15, 2024, with the following revision to the action of the Approval of Minutes for the May 1, 2024 Regular Meeting:

ACTION: Commissioner Brennan moved to approve the Minutes of the May 1, 2024 Port Commission Regular Meeting to reflect that he was present during closed session.

Commissioner Stephens seconded. The vote was unanimous.

The Clerk reopened the Approval of Minutes and stated that Commissioner Brennan was present for closed session and absent for open session for the April 17, 2024 meeting and was absent for the entire May 1, 2024 meeting.

ACTION: Commissioner Brennan amended the motion to approve the Minutes of the May 1, 2024 Port Commission Regular Meeting, without any changes.

Commissioner Stephens seconded the amended motion. The vote was unanimous.

Commissioner Rainey seconded. The vote was unanimous.

PUBLIC COMMUNICATIONS: None. Closed at 7:05PM.

CLOSED SESSION REPORT: Mr. Bunn stated that the Board met in closed session and discussed and reviewed all items on the closed session agenda. Staff was given instructions on how to proceed as appropriate and no action was taken that is reportable under The Brown Act.

BOARD COMMUNICATIONS: Chair Blumenberg attended the Chamber Mixer at Harbor Village. Closed at 7:07PM.

STAFF AND GENERAL MANAGER REPORTS: Mr. Pendleton reported on upcoming events and promotions at Harbor Village.

CONSENT AGENDA:

A) Approval of Amendment No. 2 to a Professional Services Agreement with Rincon Consultants, Inc. for Environmental Support Services

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve Amendment No. 2 to a Professional Services Agreement with Rincon Consultants, Inc. to increase the compensation by \$35,000 from \$230,000 to \$265,000 for maintenance dredging environmental consulting, monitoring, and permitting services.

Public Comment: None.

ACTION: Vice-Chair Gardina moved to approve Amendment No. 2 to a Professional Services Agreement with Rincon Consultants, Inc. to increase the compensation by \$35,000 from \$230,000 to \$265,000 for maintenance dredging environmental consulting, monitoring, and permitting services.

Commissioner Rainey seconded. The vote was unanimous.

B) Approval of New Sublease Agreement with Katherine Sparks-Jones dba Ventura Harbor Fisherman's Storage at 1410 Angler Court

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve a new Sublease Agreement between the Ventura Port District dba Ventura Harbor Village and Katherine Sparks-Jones dba Ventura Harbor Fisherman's Storage for the premises located at 1410 Angler Court for a five-year term.

Public Comment: None.

ACTION: Vice-Chair Gardina moved to approve a new Sublease Agreement between the Ventura Port District dba Ventura Harbor Village and Katherine Sparks-Jones dba Ventura Harbor Fisherman's Storage for the premises located at 1410 Angler Court for a five-year term.

Commissioner Rainey seconded. The vote was unanimous.

C) Approval of a License Agreement with Blois Construction, Inc. for Parcel 19A

Recommended Action: Voice Vote.

That the Board of Port Commissioners authorize the General Manager to enter into a license agreement with Blois Construction, Inc. for the temporary use and restoration of a portion of Parcel 19A to support the construction activities related to the VenturaWaterPure Project.

Public Comment: None.

ACTION: Vice-Chair Gardina moved to authorize the General Manager to enter into a license agreement with Blois Construction, Inc. for the temporary use and restoration of a portion of Parcel 19A to support the construction activities related to the VenturaWaterPure Project.

Commissioner Rainey seconded. The vote was unanimous.

STANDARD AGENDA:

1) Approval of the FY2024-2025 Harbor Village Lease Strategy and Action Plan

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve the FY2024-2025 Harbor Village Leasing Strategy and Action Plan.

Report by Jessica Snipas, Business Operations Analyst II and Todd Mitchell, Sr. Business Operations Manager.

Public Comment: None. Closed at 7:26PM.

ACTION: Commissioner Brennan moved to approve the FY2024-2025 Harbor Village Leasing Strategy and Action Plan.

Commissioner Rainey seconded. The vote was unanimous.

2) Approval of the FY2024-2025 Ventura Harbor Village Visitor Attraction Plan

Recommended Action: Voice Vote.

That the Board of Port Commissioners approve the FY2024-2025 Ventura Harbor Village Visitor Attraction Plan.

Report by Jennifer Talt-Lundin, Marketing Manager; Ruby Hedrick, Marketing & Events Coordinator II; Calli Brazerol, Marketing & Events Coordinator I; and Jennifer Barbee, Destination Innovate.

Public Comment: None. Closed at 8:13PM.

ACTION: Vice-Chair Gardina moved to approve the FY2024-2025 Ventura Harbor Village Visitor Attraction Plan.

Commissioner Brennan seconded. The vote was unanimous.

3) Adoption of Resolution No. 3500 Approving the FY2024-2025 Preliminary Budget for the Harbor Patrol Department

Recommended Action: Roll Call Vote.

That the Board of Port Commissioners adopt Resolution No. 3500 approving the FY2024-2025 Preliminary Budget for the Harbor Patrol Department.

Report by Brian D. Pendleton, General Manager.

Public Comment: None. Closed at 8:40PM.

Chair Blumenberg excused himself from this item as his son is employed as a part-time Harbor Patrol Officer and would therefore not participate in the discussion of this item. He passed the gavel to Vice-Chair Gardina and sat in the audience.

ACTION: Commissioner Brennan moved to adopt Resolution No. 3500 approving the FY2024-2025 Preliminary Budget for the Harbor Patrol Department.

Commissioner Rainey seconded. The roll call vote was as follows:
AYES: Commissioners Gardina, Rainey, Brennan
NOES:
ABSTAINED: Chair Blumenberg
ABSENT:

Motion carried 4-0.

4) Adoption of Resolution No. 3501 Approving the FY2024-2025 Preliminary Budget and Five-Year Capital Improvement Plan

Recommended Action: Roll Call Vote.

That the Board of Port Commissioners adopt Resolution No. 3501 approving the FY2024-2025 Ventura Port District Preliminary Budget and Five-Year Capital Improvement Plan.

Report by Brian D. Pendleton, General Manager; Gloria Adkins, Accounting Manager; and Todd Mitchell, Sr. Business Operations Manager.

Public Comment: None. Closed at 9:10PM

ACTION: Vice-Chair Gardina moved to adopt Resolution No. 3501 approving the FY2024-2025 Ventura Port District Preliminary Budget and Five-Year Capital Improvement Plan.

Commissioner Rainey seconded. The roll call vote was as follows:

AYES: Commissioners Gardina, Rainey, Brennan
NOES:
ABSTAINED: Chair Blumenberg
ABSENT:

Motion carried 4-0.

ADJOURNMENT: The meeting was adjourned at 9:50PM.

The next regular meeting is Wednesday, June 19, 2024.

Anthony Rainey, Secretary



**BOARD OF PORT COMMISSIONERS
JUNE 19, 2024**

**DEPARTMENTAL STAFF REPORTS
MAY 2024
&
GUIDING PRINCIPLES
FIVE-YEAR OBJECTIVES INDEX**

GUIDING PRINCIPLES	
1)	Maintain a safe, navigable, and resilient harbor.
2)	Advance the harbor's vibrant, working waterfront in support of commercial and recreational fishing and boating.
3)	Grow financial sustainability through a reliable, recurring revenue stream supplemented with grants and public-private partnership investment while maintaining responsible budgeting practices.
4)	Establish and implement harbor-wide environmental sustainability policies and practices through collaboration with our business partners.
5)	Build respectful, productive relationships with employees, tenants, residents, visitors, stakeholders, public officials, and elected representatives while promoting diversity, equity, and inclusion.
6)	Provide exceptional public service and organizational transparency.
7)	Provide high-quality Harbor and coastal visitor-serving amenities, services, facilities and infrastructure.
8)	Support the Channel Islands National Park in its efforts to provide a first-class visitor center, educational resources, and ferry boat services to the islands.

5-YEAR OBJECTIVES		STRATEGY	
D)	Ensure dredging occurs annually at the federal Harbor entrance and as needed in the inner Harbor.	1)	Support and advocate for congressional funding to the Army Corps of Engineers in support of the Harbor's annual dredging program
		2)	On-going leadership and participation with California Marine Affairs and Navigation Conference (CMANC) and other relevant organizations in support of federal and state assistance
		3)	Ventura Port District Dredging
E)	Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures and programs.	1)	Collaborate with business partners and stakeholders through increased engagement, communication, and participation.
		2)	Collaborate with City, regional, state, and federal agency officials in pursuit of mutually beneficial projects, programs
		3)	Public and Civic Engagement Planning
		4)	Updates to District policies to reflect improved transparency and DEI
F)	Support current and future commercial fishing and sustainable aquaculture industries. Maintain and improve working waterfront facilities and infrastructure.	1)	Engage with commercial fishing and sustainable aquaculture interests in Ventura Harbor
		2)	Continue improvements of District's Working Waterfront infrastructure
		3)	Continue to pursue opportunities for diversifying commercial fishing and sustainable aquaculture
M)	Collaborate with Master Tenants and National Park Service to plan, improve, and develop the Harbor in a financially and environmentally sustainable way.	1)	Engagement and support of Master Tenants for successful business operations at the Harbor
		2)	Evaluate opportunities for Parcel Development
		3)	Implement sustainability technologies at the Harbor
		4)	VenturaWaterPure
N)	Maintain and grow Channel Islands National Park Service (NPS) presence and customer visitation to the Harbor.	1)	Work with NPS and harbor visitors regarding enhancement of visitor experience.
		2)	Coordinate with NPS Superintendent to evaluate long-term goals and improvement needs for the Channel Islands National Park Visitor Center
		3)	Coordinate with National & California State Parks, and City to develop destination-based ecotourism offerings
P)	Implement parking management, traffic circulation, and multi-modal transportation strategies.	1)	Work with City to improve access between the City and Harbor
		2)	Evaluate alternative and active methods for people to travel to and within the Harbor and pursue needed improvements and strategies in partnership with the City
		3)	Pursue and implement parking management solutions to increase vehicle circulation
R)	Seek opportunities to grow revenues and secure grants; continue to improve the quality, efficiency, and transparency of financial reporting, monitoring, and property management.	1)	Utilize grant funding opportunities for sustainable Harbor infrastructure
		2)	Seek additional grant funding for improving/replacing District capital assets.
		3)	Leasing/Property Management
		4)	Update of Financial Management System
		5)	Financial Reporting
V)	Maintain and improve Harbor Village facilities, infrastructure, and amenities.	1)	Ongoing investment in Harbor Village Infrastructure
		2)	Develop and implement an Annual Visitation Plan for Ventura Harbor Village.

**VENTURA PORT DISTRICT
DEPARTMENTAL STAFF REPORT**

Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Todd Mitchell, Sr. Business Operations Manager
Joe A. Gonzalez, Capital Projects Manager
SUBJECT: May 2024 Capital Projects Report

1567 SPINNAKER DR. SUITE 101, FACADE RENOVATION

Status: On Going
Budget: On Budget

The exterior electrical upgrades (new switch gear and conduits to the transformer) have started in conjunction with the installation of the suite’s grease trap. Staff is working closely with the contractor to manage impacts to common areas to maintain public access and the ADA path of travel during construction. Electrical conduits have been set in place and have passed Edison’s inspection. Unfortunately, the switch gear delivery date has been re-scheduled from May to mid-June, but the prep for the installation will be complete. This delay will not negatively impact the scheduled opening date. All HVAC materials have been ordered, and the contractor is waiting for some key parts that need to be delivered prior to starting installation.

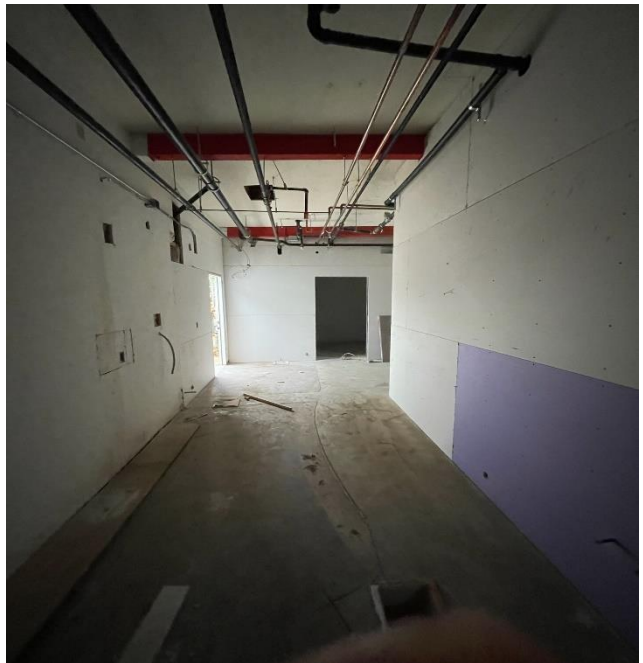
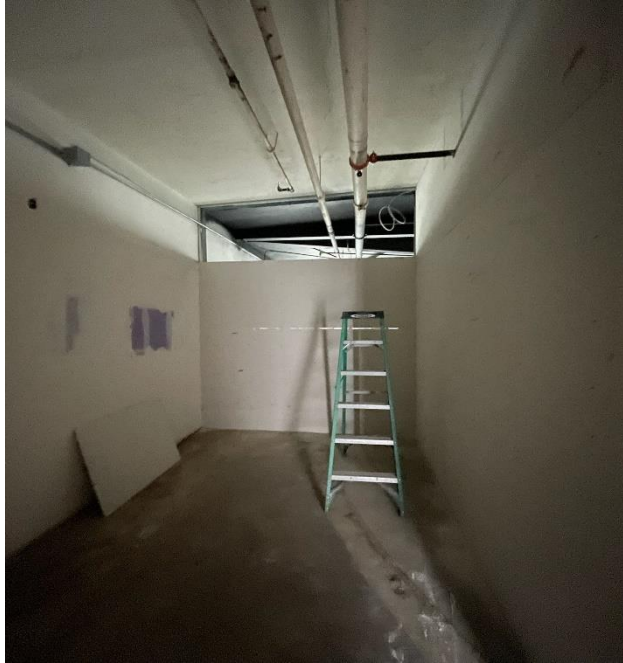
The patio materials have arrived and exterior gas lines for the exterior fire pits have been set in place. The contractor is preparing the cement pour for both exterior patios. The installation of the patio fencing has been scheduled for early June.

1567 SPINNAKER DR. SUITE 101, LOOSE CANNON UPDATE

Status: On Going
Budget: N/A (Tenant Cost)

As described above, the exterior electrical switch gear installation has started in conjunction with the installation of the suite’s grease trap. All interior underground electrical, rough plumbing, copper waterlines, fire sprinklers and drywall, have been inspected and approved by the City. The contractor has finished the installation of the grease trap interceptor, and the contractor is now preparing all the interior for the delivery of all the games. Staff continues to work with the City and the tenant’s architects to support the project moving forward to meet the tenant’s planned August 1st opening.





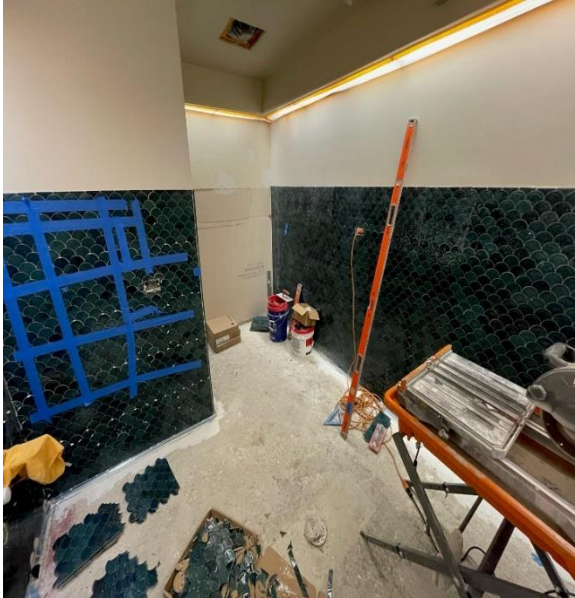
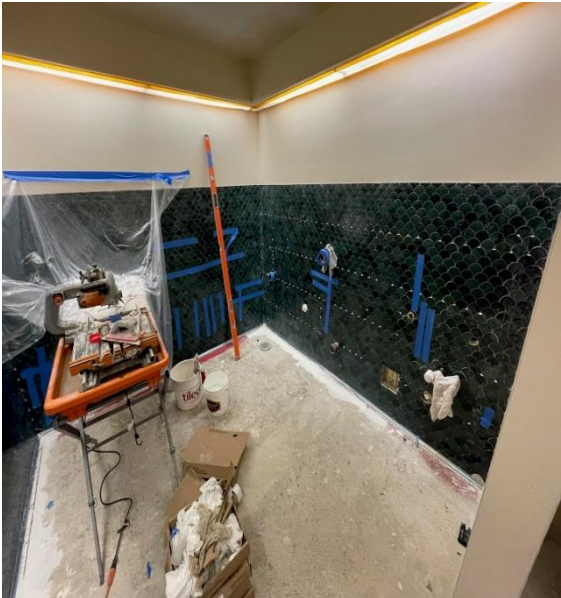
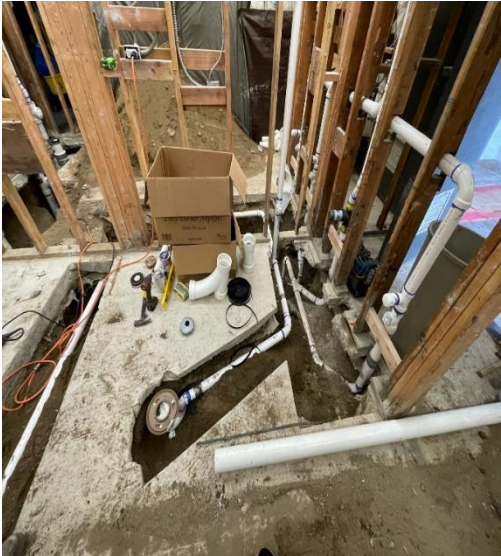
VENTURA HARBOR VILLAGE RESTROOM ENHANCEMENTS AT 1559/1583 SPINNAKER DRIVE

Status: On Going

Budget: On Budget

On February 7th, the Board accepted the lowest responsive bid from F.C.T. Construction, Inc. for this project. During the rough plumbing process/trenching for the restrooms in 1583, it was discovered that the existing men's plumbing sewer lines from one of the urinals was not laid out per the original historic blueprints. Cast-iron pipes were also discovered that showed end of life expectancy. All cast iron pipes were replaced under a change order with new ABS (Plastic materials) for longevity. These findings have set back that location by about one additional week.

The rough fresh water and sewer plumbing at both 1559 and 1583 have been completed and have passed inspection. The drywall installation has been completed at 1559 and started at 1583. The wall tile installation started at 1559. Staff continue to work closely with all nearby tenants and the contractor to make sure this project has minimal disruption. Staff is anticipating the restrooms at 1559 to be completed by Mid-June and 1583 by end the of June.



LAUNCH RAMP WASHDOWN STATION AND FLOATING DOCK REPLACEMENT PROJECTS

Status: On going

Budget: Grant Funded

The District is working to complete two capital improvement projects associated with the Ventura Harbor Public Launch Ramp, both funded by a grant from the California State Parks Division of Boating and Waterways (DBW). The first project consists of the removal and replacement of the existing boat wash station including the addition of ADA accessibility. The second project is the removal of the existing launch ramp boarding floats and the fabrication and installation of replacement boarding float systems. These are two different projects with different contractors having been awarded separate contracts.

Currently, staff are waiting for DBW to review final designs before the selected contractors on each project can proceed.

HARBOR PATROL BOAT-HOUSE REFURBISHMENT PROJECT

Status: On going

Budget: On Budget

The current FY23-24 Capital Projects budget includes up to \$55,000.00 for the refurbishment of the interior and exterior of the boathouse. The Port District entered into a Service Contract with F.C.T Construction on March 25, 2024. The contract consists of new exterior/interior waterproofing, flooring, plywood and paint, new roof shingles, new cooper flashing, and new slider door. The project moved smoothly on schedule and moved forward with no issues and within budget. The project was turned over to staff on schedule and patrol has been utilizing the boathouse since. The contractor is scheduled to correction a small area of roof for waterproofing. This refurbishment will significantly prolong the service life of the structure.

Before



After



VENTURA PORT DISTRICT
DEPARTMENTAL STAFF REPORT

Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
SUBJECT: May 2024 Dredging Report

OUTER HARBOR DREDGING (FEDERAL NAVIGATION CHANNEL)

Political Advocacy for Federal Dredge Funding

From May 15-17, the Sr. Business Operations Manager attended the California Marine Affairs and Navigation Consortium (CMANC) conference in San Diego, CA. Mr. Mitchell is the current Chair of CMANC and at that meeting was re-elected as Chair for the coming fiscal year. The meeting provided opportunities to meet with several members of the US Army Corps of Engineers' (Corps) Los Angeles District and South Pacific Division staff and to express the need to ensure that bidding for dredging in 2025 take place early enough to secure a contractor to perform dredging in February 2025.

In early June, the Corps Los Angeles District Commander and his staff will visit Ventura Harbor to see the project and to learn more about its regional importance and to discuss the cooperation between our agencies.

2025 Dredging Funding

On Monday, March 11th, the President's FY25 budget proposal to Congress was released and included \$8.796M for Ventura Harbor maintenance dredging. This figure appears to fully support the budget recommendations of the LA District of the Corps to complete the next procurement cycle (Q4 of this year) and to perform dredging in early 2025.

On May 2nd, Congressman Salud Carbajal sent a letter of support to the House Energy and Water Appropriations Committee supporting this same funding request (Attachment 2).

The District continues to receive full support from all levels of the Corps, the President's Office of Management and Budget, and our federal representative, Congressman Salud Carbajal.

INNER HARBOR DREDGING

Inner harbor dredging was successfully completed in March 2024 and the inner harbor channels are in very good condition for navigation.

ATTACHMENT:

Attachment 1 – Carpi & Clay Federal Report

Attachment 2 – Letter of Support – Congressman Carbajal to House Subcommittee on Energy and Water

Federal Update

June 3, 2024

FY25 Appropriations Update

Newly minted House Appropriations Committee Chair Tom Cole (R-OK) announced several important fiscal year 2025 (FY25) appropriations updates, including subcommittee allocations and a markup schedule for all twelve annual appropriations bills. Funding levels include defense and non-defense spending as developed by the *Fiscal Responsibility Act of 2023*.

FY25 Appropriations Bill	Subcommittee Allocation (in billions)	Subcommittee Markup Date	Full Committee Markup Date
Agriculture-Rural Development	\$25.873	June 11 th	July 10 th
Commerce-Justice-Science	\$78.288	June 12 th	July 9 th
Defense	\$833.053	June 5 th	June 13 th
Energy-Water Development	\$59.19	June 28 th	July 9 th
Financial Services	\$23.608	June 5 th	June 13 th
Homeland Security	\$64.805	June 4 th	June 12 th
Interior-Environment	\$37.739	June 28 th	July 9 th
Labor-HHS	\$186.586	June 27 th	July 10 th
Legislative Branch	\$7.125	May 23 rd	June 13 th
MilCon-VA	\$147.520	May 21 st	May 23 rd
State-Foreign Ops	\$51.713	June 4 th	June 12 th
THUD	\$90.4	June 27 th	July 10 th

Additionally, House Members submitted their community project requests to the House Appropriations Committee for consideration in the appropriations bills. Members are required to post their projects lists on their websites and are limited to just 15 projects per

appropriations cycle. The House Appropriations Committee will provide links to all Members websites who submitted projects once there are compiled and those links will be found [HERE](#).

The Senate Appropriations Committee continues to conduct FY25 budget hearings however they have not taken steps to outline a markup or flood schedule like the House. Senators are also required to post their FY25 project requests on their websites and they began doing so at the end of May. All project request should be posted by early June in accordance with Committee requirements.

Senate EPW Committee Approves WRDA 2024

The Senate Committee on Environment and Public Works (EPW) approved the Water Resources Development Act of 2024 (WRDA 2024) ([S. 4367](#)) by a unanimous voice vote. WRDA is a biennial piece of legislation that authorizes flood risk reduction, navigation, and ecosystem projects by the US Army Corps of Engineers (Corps). WRDA 2024 authorizes infrastructure projects in all 50 states and includes 81 new feasibility studies. It also directs the Corps to expedite implementation of authorities passed through previous WRDA bills. The House Transportation & Infrastructure Committee is working on its WRDA 2024 bill and is expected to conduct a markup in June.

House and Senate Consider FY25 NDAA

The House and Senate have begun work on the FY25 National Defense Authorization Act (NDAA), an important must-pass annual bill that authorizes spending for defense programs. The House Armed Services Committee approved the *Servicemember Quality of Life Improvement and National Defense Authorization Act* ([H.R. 8070](#)) by a vote of 57-1. It authorizes \$883.7 million in national defense spending, including \$849.8 for the Pentagon. The bill will now be considered by the full House in June. On the Senate side, the Senate Armed Services Committee will [begin considering](#) their version of the FY25 NDAA in subcommittee on June 11th, concluding with full committee consideration and a vote by June 14th. The House and Senate will need to reconcile their versions of the legislation by September 30th to pass a final package that authorizes defense spending for FY25 beginning on October 1st. Given NDAA's status as a "must pass" bill, the final legislation often carries non-defense items that Members of Congress are looking to pass.

California Special Election Results

In the special election to replace former Speaker of the House Kevin McCarthy's seat, State Representative and former District Director for McCarthy Vince Fong defeated Mike Boudreaux to serve the remainder of the 118th Congress. Representative-elect Fong will be sworn into Congress in the coming days and is running for a full term in November. California's 20th Congressional District has been vacant since McCarthy resigned at the end of 2023. Once Fong is sworn in, the party breakdown in the House will be 218 republicans, 213 democrats and 4 vacancies.

EPA Releases National Security Memorandum for Critical Infrastructure

The Environmental Protection Agency (EPA) released a new [National Security Memorandum](#) (NSM) to replace the decade-old presidential policy document on critical infrastructure protection. The NSM clarifies the roles and responsibilities of the lead federal agencies identified to improve the resilience of our critical infrastructure sectors against all hazards. EPA is the lead federal agency for the water sector. The NSM also implements a coordinated nationwide approach to assess and manage sector-specific risks.

Legislative Activity

House Passes Special District Grant Accessibility Act. On May 7th, the House passed the *Special District Grant Accessibility Act* ([H.R. 7525](#)) by a vote of 352-27. The legislation would require that special districts be recognized as units of local government for the purposes of federal grant eligibility. The bill was transmitted to the Senate and referred to the Homeland Security and Government Affairs Committee for consideration.

Federal Funding Opportunities & Announcements

DOT Publishes Stage 1 SMART Grants NOFO. The Department of Transportation (DOT) published a [NOFO](#) for the availability of \$50 million through the Strengthening Mobility and Revolutionizing Transportation (SMART) grants program. In Stage 1, grants will help fund demonstration projects focused on advanced smart city or community technologies and systems to improve transportation efficiency and safety. Applications are due by July 12th.

DOT Announces Round 1 SS4A Grant Awards. DOT [announced](#) \$63 million to 99 projects across the country through the first round of the Safe Streets for All (SS4A) grants program. The grants will help fund planning and demonstration projects help the nation's cities, counties, metropolitan planning organizations, and Tribal governments better understand the safety challenges in their communities and begin to identify solutions to make our streets, roads, and highways safer for all road users.

DOT Launches Connect to Capital Initiative. DOT launched [DOT Connect to Capital](#) as a component of a new comprehensive Access to Capital Initiative to help small businesses increase access to private equity capital investors. DOT Connect to Capital is an online portal that serves as a database of Small Disadvantaged Businesses (SDBs), Disadvantaged Business Enterprises (DBEs) and capital investors licensed by the Small Business Administration (SBA) Small Business Investment Company (SBIC) program, which allows investors to connect with small businesses seeking to attract private investments.

EPA Publishes Clean Heavy-Duty Vehicles Grant Program NOFO. EPA published a [NOFO](#) for \$932 million in competitive grant funding under the Clean Heavy-Duty Vehicles Program. The program will help support the replacement of existing non-zero-emission Class 6 and 7 heavy-duty vehicles with zero-emission Class 6 and 7 heavy-duty vehicles (including some transit vehicles). Applications are due by July 25, 2024.

FEMA Releases FMA Swift Current NOFO. The Federal Emergency Management Agency (FEMA) released a [NOFO](#) for \$300 million through the Flood Mitigation Assistance Swift Current grant program. Funding will support projects that reduce the damage-repair cycle of repetitive or substantial flood damaged properties. Eligibility requirements include being insured through the National Flood Insurance Program and a demonstrated history of repetitive or substantial flooding. Applications are due by January 15th.

Joint Office Announces CFI NOFO. The Joint Office of Energy and Transportation (Joint Office) announced a [NOFO](#) for \$1.3 billion through the Charging and Fueling Infrastructure (CFI) Discretionary Grant Program to support the deployment of electric vehicle charging equipment and other alternative fueling infrastructure. The grant is divided equally into two funding categories: Community Charging and Fueling Grants and Alternative Fuel Corridor Grants. Applications are due by August 28th.

Federal Agency Personnel & Regulatory Announcements

President Biden Expands Two California National Monuments. President Biden [announced](#) the expansion of the San Gabriel Mountains National Monument and the Berryessa Snow Mountain National Monument in California. An additional 120,000 acres between the two monuments will now be protected. Additionally, Snow Mountain monument's central ridge will be renamed from Walker Ridge to Molok Loyuk.

President Biden Announces Expansion of White House EJ Advisory Council. President Biden [announced](#) the appointment of 12 additional members to the White House Environmental Justice (EJ) Advisory Council. The EJ Advisory Council advises the administration on EJ issues across all federal agencies. The Council is holding a [public hearing](#) on June 5th and 6th which will include the newly appointed members.

DOE Publishes Floating Offshore Wind Report. DOE released a [report](#) on floating offshore wind as part of its Energy Earth Shots program. The report provides updated information as of May 2024 on progress related to floating offshore wind technology, project pipelines, and other considerations for entities interested in deploying floating offshore wind.

DOT Publishes RRIF and TIFIA Final Rule. DOT published a [final rule](#) that amends the Railroad Rehabilitation and Improvement Financing (RRIF) and Transportation Infrastructure Finance and Innovation Act (TIFIA) program regulations to implement provisions of the Infrastructure Investment and Jobs Act (IIJA). The final rule is effective on June 24, 2024.

DOT Publishes AI in Transportation RFI. DOT published a [request for information](#) (RFI) seeking input on the potential applications of artificial intelligence (AI) in transportation, as well as emerging challenges and opportunities in creating and deploying AI technologies in applications across all modes of transportation. Comments are due by July 2nd.

DOT Announces Climate Change Center. DOT announced \$1.7 million in funding for the [Climate Change and Transportation Research Center](#) at the University of California, Davis. The Center for Emissions Reduction, Resiliency, and Climate Equity in Transportation will support research and technology focused on nationwide clean energy goals, accelerate decarbonization in the transportation sector, strengthen resilience, and address environmental justice.

EPA Announces 2023 Top Cities for ENERGY STAR Certified Buildings. EPA announced its [annual Top Cities for ENERGY STAR](#) certified commercial and multifamily buildings for 2023. Los Angeles came in first with 876 certified buildings, followed by Washington, DC, with 631, and New York with 390. The list includes the top 25 cities by metro area, and there are separate top ten lists for mid-sized and small cities.

FHWA Names New Deputy Administrator. FHWA named Kristin White as the new Deputy Administrator. Ms. White has served as FHWA Chief Counsel since July 2023.

FHWA Publishes Uniform Act Final Rule. FHWA published a [final rule](#) that amends the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) regulations. The final rule updates existing regulations on the use of those provisions. FHWA is also updating the Uniform Act regulations in response to comments received during this rulemaking's public comment period and to reflect the agency's experience with the Federal-aid highway program since the last comprehensive rulemaking for the part, which occurred in 2005. The updates include streamlining processes to better meet current Uniform Act implementation needs and eliminating duplicative and outdated regulatory language. The rule is effective on June 3rd.

FHWA Announces Transportation Access Pilot Program. FHWA [announced](#) that it has opened the Transportation Access Pilot Program to potential participants including states, Metropolitan Planning Organizations (MPOs), and regional transportation planning organizations. The program will allow FHWA to support transportation agencies as they develop accessibility data and define methods of analysis to incorporate access into the transportation planning process. FHWA is seeking a cohort of pilot participants interested in studying transportation accessibility from a variety of viewpoints, focusing on different destination types, modes of transportation, population categories, and freight commodities. Letters of interest for round one of the program are due by June 7th.

FHWA Publishes Guidelines on Preparing Engineer's Estimate, Bid Reviews, and Evaluation. FHWA published [guidance](#) for improving pre-bid, bid review and evaluation policies and procedures.

IRS Publishes Final Rule on EV Tax Credits. The Internal Revenue Service (IRS) published a [final rule](#) regarding the critical mineral and battery components requirements for the new clean vehicle credit. The guidance finalizes rules for taxpayers intending to transfer the new and previously owned clean vehicle credits to dealers who are eligible to receive advance payments as well as provides rules regarding the process for dealers

to become eligible entities to receive advance payments of the transferred credits. The final rule also provides guidance regarding the IRS compliance process in the case of the taxpayer's omission of a correct vehicle identification number. Finally, it finalizes the rules for qualified manufacturers of new clean vehicles to determine if the battery components and applicable critical minerals contained in a vehicle battery are foreign entity of concern (FEOC) compliant. For purposes of the FEOC-compliance requirements, the final regulations:

- Provide relevant definitions;
- Impose a due diligence requirement for battery components and applicable critical minerals;
- Describe the methods by which FEOC-compliance is determined; and
- Outline a reporting and review process for determinations of FEOC-compliance.

The rule is effective on July 5th.

##

ATTACHMENT 2
Congress of the United States
Washington, DC 20515

May 2, 2024

The Honorable Chuck Fleischmann
Chairman
Subcommittee on Energy and Water
2362-B Rayburn House Office Building
Washington, D.C. 20515

The Honorable Marcy Kaptur
Ranking Member
Subcommittee on Energy and Water
1016 Longworth House Office Building
Washington, D.C. 20515

The Honorable Kay Granger
Chairwoman
Committee on Appropriations
H-307 The Capitol
Washington, D.C. 20515

The Honorable Rosa DeLauro
Ranking Member
Committee on Appropriations
1016 Longworth House Office Building
Washington, D.C. 20515

Dear Chairwoman Granger, Ranking Member DeLauro, Subcommittee Chairman Fleischmann and Subcommittee Ranking Member Kaptur:

As you begin to draft the Energy and Water Appropriations title for the Fiscal Year 2025, I request that you provide robust funding for the U.S. Army Corps of Engineers (USACE) Operation and Maintenance Account.

The Operation and Maintenance Account provides nationwide funding for federally authorized navigation interests such as ports and harbors. These funds are critical to supporting California's maritime industry, which in turn supports 3.5 million jobs across the country and 40 percent of all waterborne goods that enter and leave the United States. Collectively California's network of ports and harbors invests over \$1 million per day in capital infrastructure.

For Ventura Harbor, maintenance dredging is required annually to ensure adequate navigational depths for Harbor safety, commerce, and operations. As a working waterfront, the Harbor records landings of 38.8M pounds of fish landings (10 year average) and services the largest squid fishing fleet on the West Coast. Squid fishing "pursesainer" vessels require a deep draft harbor.

The USACE identified FY25 capability number for Ventura Harbor is \$8,796,000. The USACE Operations and Maintenance account provides 100 percent federal funding to dredge federal authorized channels and harbors. However, Ventura Harbor contributes an additional \$90,000 to secure permits, perform protected species and water quality monitoring, and to comply with other regulatory items to ensure that the dredging can occur. The Harbor's commercial and recreational fishing directly employ 600 crew members, truck drivers, and laborers with an additional 300 employees in nearby processing facilities. Ventura Harbor is also the home for the U.S. National Park Service, providing public access to the Channel Islands National Park System. The park's mainland visitor center receives 300,000 visitors annually with 30,000 visitors traveling to the islands and another 60,000 use park waters.

Ventura provides the only deep draft harbor of refuge with the capacity to accommodate the purse seiner fishing fleet within 70 miles. This project also provides beach nourishment, habitat restoration, and protection of public-serving infrastructure.

This project has consistently been listed in the President's Budget Request to Congress. For FY25, the President's Budget identifies \$8,796,000.

Thank you for your consideration of my request to fully fund the Operation and Maintenance accounts for the Army Corps of Engineers. Please do not hesitate to contact my office if you have any questions.

Sincerely,



Salud Carbajal
Member of Congress

**VENTURA PORT DISTRICT
DEPARTMENTAL STAFF REPORT**

Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Todd Mitchell, Sr. Business Operations Manager
Sergio Gonzalez, Facilities Manager
SUBJECT: May 2024 Facilities Report

MAINTENANCE ACTIVITIES

VHV 1691 FIRE LOOP SERVICE BACKFLOW REPLACEMENT

Status: Completed

Budget: Budgeted (Contingency)

The 8" fire loop backflow located at the end of VHV 1691 failed its annual inspection. A service provider was contracted to replace the backflow with minimal service interruption. The repair was coordinated to begin early in the morning and to be finalized at midday to keep the fire service functional throughout the Village. Scope of work was completed with no service interruptions.



Failed backflow removed by contractor



New backflow to be installed by contractor



Contractor prepping for new install



New backflow installed by contractor

VHV FIRE PIT REPAIR

Status: Completed

Budget: Budgeted (Grounds Maintenance)

The VHV fire pit ignition controller box was deemed faulty. Maintenance crew led by Lead Worker, Abel Gamino and Maintenance Tech II Luis Quezada, proceeded to procure and replace upon arrival the ignition box to get the fire pit back in service.



New fire pit ignition controller to be installed



Removal of guardrail in preparation of new ignition controller install.



Testing of new ignition controller install



Installation complete. Fire pit back in service.

HARBOR COVE AND SURFERS KNOLL SAND MANAGEMENT

Status: Completed

Budget: Budgeted (Sand Management)

Upon confirmation of waiver approved by the Coastal Commission, Facilities proceeded to secure a service contract to relocate sand from inner walls from Harbor Cove and Surfers Knoll beaches. After receiving training from an environmental consultant regarding protected habitats, Facilities staff proceeded to remove sand from walkways, showers and paths of travels to give full beach access to visitors.



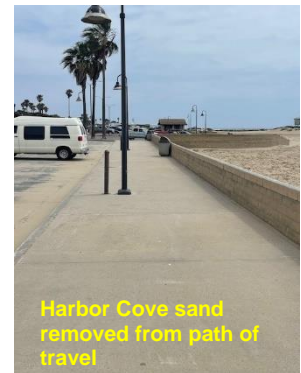
Harbor Cove sand on and over wall



Harbor Cove sand removed from wall



Harbor Cove sand on path of travel



Harbor Cove sand removed from path of travel



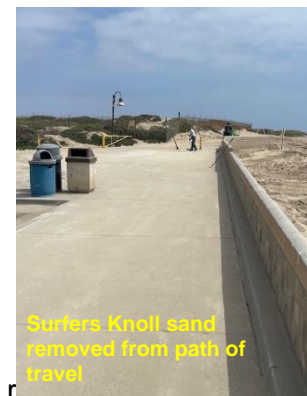
Surfers Knoll sand on and over wall



Surfers Knoll sand removed from wall



Surfers Knoll sand on path of travel



Surfers Knoll sand removed from path of travel



Facilities crew in sand management project

VHV FISH PIER ICE MACHINE SWITCH GEAR INSTALL

Status: Completed

Budget: Budgeted (Marina)

Upon the completion of the water supply line and the electrical supply circuit to Del Mar's ice machine, Del Mar requested that the District install the exterior electrical fused disconnect switch to complete the project. Maintenance Tech II Luis Quezada, proceeded to mount switch and wire and connect to ice machine. Costs for this work are being reimbursed by the tenant.

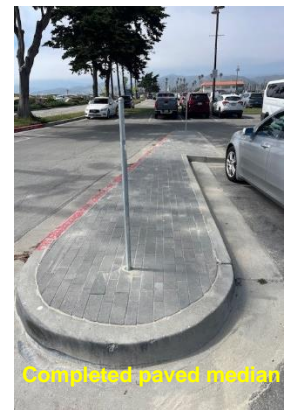


VHV PARKING LOT PAVER PROJECT

Status: Ongoing

Budget: Budgeted (Ground Maintenance)

Facilities secured a contractor which completed the project of converting ten internal parking lot medians inside Ventura Harbor Village from 1567 to 1591 from water thirsty grass landscaping to more sustainable hardscape pavers. 1,460 square feet of pavers were installed.



FACILITIES:

Staff continues to perform everyday maintenance and on the spot repairs throughout Ventura Harbor Village, other District properties, equipment, vehicles, and vessels. Also assists other Departments on special projects.

VENTURA PORT DISTRICT
DEPARTMENTAL STAFF REPORT

Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
John Higgins, Harbor Master
SUBJECT: May 2024 Harbor Patrol Report

PUBLIC SAFETY

Overview:

Increased Activity in May: May was a bustling month for the Harbor Patrol and Port District. Notable events like the Corporate Games and Cal Triathlon brought large numbers to the Harbor on the weekends. Calm weather and rockfish season contributed to increased boating traffic and sportfishing on the water. The early arrival of June gloom led to a moderate rise in beach visitors. Beach Lifeguards were present on weekends and select weekdays. Harbor Patrol and Marine Safety Officers conducted additional beach patrols to monitor and address off-hours hazards.



Unannounced School Visits: Annually, school groups with many children arrive at the beach unannounced. The Harbormaster and Harbor Patrol engage with event organizers, emphasizing the need for permits. Permits ensure no conflicts with other large groups and, more importantly, provide Lifeguards for child safety. After an unexpected arrival from the Hart School District, the Harbormaster took proactive steps, including drafting a letter to district officials and arranging additional staff and Lifeguards to ensure a safe experience for the graduating class.

Senior Harbor Patrol Promotions:

Senior Harbor Patrol Officers (SHPO) Ryan Sutherland and Brendan Donohue have enthusiastically embraced additional duties. They are motivated to learn new aspects of their roles and perform them to the best of their abilities. The Harbormaster plans to enroll them in future JPIA training after the summer, which includes focus academies in management and public safety management.

Harbor Patrol Staff Meeting:

The Harbor Patrol full-time staff recently held a three-hour meeting. The National Weather Service, a longstanding partner, provided updates on the marine weather forecast. We collaborate closely with them, often verifying conditions and identifying anomalies in weather radar data. Additionally, the Harbormaster and Senior Harbor Patrol Officers shared updates on various aspects of operations, staffing, and equipment. The successful meeting highlighted the value of increased communication across all shifts.

Summer Beach Bus Update:

This summer, all three cities—Thousand Oaks, Moorpark, and Santa Clarita—are excited to offer the beach bus. The Harbormaster has collaborated with each group to ensure accessible drop-off areas and non-conflicting schedules. Moorpark will operate the beach bus twice a week during weekdays, while the City of Santa Clarita and Thousand Oaks will provide weekend service. The Harbormaster also highlighted the Harbor's amenities, including its reputation for bird watching, which attracts a dedicated group of enthusiasts. The City of Santa Clarita already saw success, with 30 riders per day during the first weekend, and they anticipate further growth as awareness spreads and temperatures rise in the valley.

Boathouse Remodel:

The boathouse remodel has recently been completed, prompting staff to strategize its improved utilization. Previously, the area served solely as a storage space, often becoming cluttered. However, the new vision transforms it into a multifunctional training area with a modest break room function. While there will be some storage, this will only include essential equipment for daily duties. Additionally, the remodel includes a private changing room for swift transitions into rescue equipment during emergencies.

BEACHES**Harbor Cove:**

The annual beach maintenance, recently approved by the Coastal Commission, focused on removing large drifts that had accumulated on walls, allowing sand to enter parking lots and streets even during moderate winds. These areas were successfully leveled, with the hope that they will remain in good condition until next year's planned maintenance. The Harbormaster, Facilities/Maintenance, and Management are closely monitoring the situation and working to obtain a formal long-term plan from the Coastal Commission for timely issue resolution.

Additionally, Maintenance deployed a beach access trail mat at Harbor Cove. Harbor Patrol now receives calls to reserve beach wheelchairs. Thanks to grant-funded storage containers and two additional chairs, accessibility has improved, enabling groups to visit the beach simultaneously. Harbor Patrol staff delivers the chairs to the Harbor Cove parking lot, where the public signs a release and presents a valid ID. There is no charge, and the Harbor Patrol retrieves the wheelchair from the same location when the user returns to their vehicle.

South Beach:

South Beach is one of the best sand beaches in the City of Ventura. The beach to the South of the Surfers Knoll groin is robust and wide. South of Surfers Knoll is a little rougher due to the past storm debris that has remained from after the storms.

The seasonal Lifeguard towers were placed at the base of the Groin and straight out from Surfers Knoll. Both locations are primary beach access points from either the parking lot or the street. Summer staffing which begins in June includes daily guards at the three locations. Lifeguards will assess the conditions and make recommendations for families to move to the safety of Harbor Cove when appropriate.

SURRENDERED AND ABANDONED VESSEL EXCHANGE (SAVE) GRANT

The Harbormaster collaborates with local vendors to remove vessels under the SAVE grant program. Recently, inquiries to participate in the program have surged. Boat owners, typically older and no longer using their vessels, often leave them in a state of disrepair due to deferred maintenance. These boats become targets for Marina Managers. With several boats already destroyed this year, seven awaiting removal, and a list of seven more, it's possible that the two-year grant fund will be depleted within the first year. The Harbormaster accepts inquiries via submissions to the designated email (vpdsave@gmail.com) and continues to answer calls from the public.

SALT TRAINING

Harbor Patrol Staff introduced the Surfers Awareness in Lifesaving Training (SALT) program to Ventura County. SALT focuses on surfers as the main audience, recognizing their ability to intervene during rip currents and assist people in hazardous situations. Surfers are often first on the scene for c-spine injuries, cuts, broken bones, and marine hazards. Since Public Safety Agencies typically arrive 5-10 minutes later due to dispatch and response times, providing training to the public ensures immediate aid, leading to more efficient and positive outcomes.

The inaugural class, held in the Port District conference room, included 9 participants. Ranging from 16 to 55 years old, they shared a common interest in learning skills to give back to the community. Notably, one attendee, originally from Mexico, had witnessed drownings in their home country and believed this training could help prevent similar incidents and benefit others.

**VENTURA PORT DISTRICT
DEPARTMENTAL STAFF REPORT**

Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Todd Mitchell, Sr. Business Operations Manager
Dave Werneburg, Marina Manager / Commercial Fisheries
SUBJECT: May 2024 Marina Report

MARINA DEPARTMENT ACTIVITIES

Ventura Harbor Village Marina

Total Slip Count	103	100%
Slips Assigned	102	99%
Slips Occupied	106	103%
Slips Available	0	0%

Port District Dry Storage

Total Spaces	88	100%
Active Contracts	71	81%
Available	0*	0%

* During the VenturaWaterPure project, the District's Dry Storage lot is partially occupied by construction activities as part of the Temporary Construction Easements with the City.

COMMERCIAL FISHING

California Market Squid Harvest – Ventura Harbor

2024-25 Squid Season opened April 1, 2024

There have been no squid landings in Ventura season to-date. However, at the end of May several vessels landed nearly 250 tons of squid in the Monterey area. 250 tons amongst 8 vessels is no home run but definitely whetted the appetites of our local seiners that have headed north. It is not uncommon for Monterey to see landings before Southern California. Hopes are high for a summer squid season.

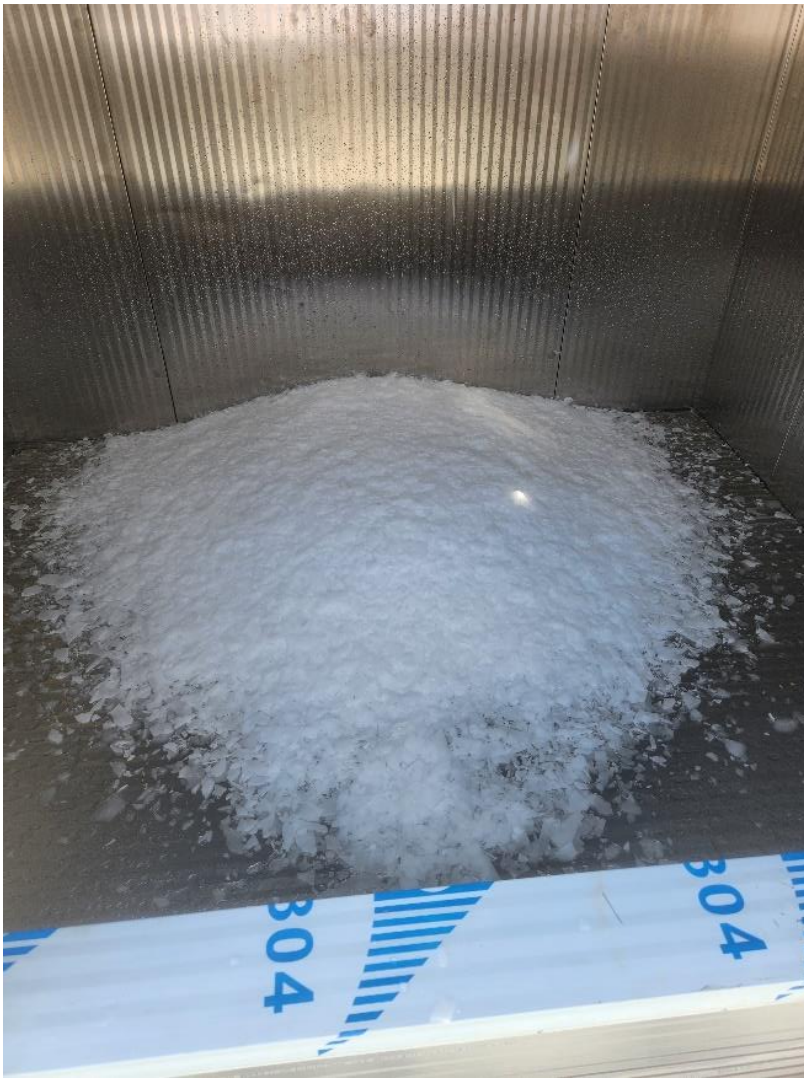
California Market Squid Statistics		
State-wide Seasonal Squid Limit:	118,000 tons	236,000,000 lbs.
Ventura March Squid Landings:	0 tons	0 lbs.
Ventura Season-to-date:	0 tons	0 lbs.

Dry Storage

Demand remains brisk for new Dry Storage tenants with a waitlist near 200 for when the VenturaWaterPure Project is complete. Staff are pursuing entitlements to allow Dry Storage to permanently relocate to a portion of Parcel 19A, affording better access and more spaces; existing Dry Storage will become overflow and paid parking in the future. Jensen Engineering is resizing and finalizing striping plans for both existing and 19A lots. Concurrently, our Molo Marina Management Software is being upgraded to incorporate the new, larger 19A lot. Dockmaster Rob Weinerth, teamed with a newly hired Management Assistant, will start populating the upgraded software in late August once Jensen's plans have been imported in anticipation of the lot being entitled and ready.

Let There Be Ice – Finally

The new ice production unit was installed at the end of May. Del Mar Seafoods is providing the standalone unit as a component of their lease. The installation process was a collaborative effort with Del Mar's technical personnel and our inhouse Maintenance Staff, providing water connections and a new 480A electrical connection. After initial testing and sampling, our smaller fishing tenants will have access by mid-June. Del Mar will oversee the management, distribution and maintenance of the equipment.



First sample of flaked ice within first 15 minutes of operation. Two ton daily capacity.

MAY MARKETING REPORT - *Visitor Experience*

May 2024 report showcases samples & highlights of the Ventura Harbor Visitor Attraction Plan.



EVENTS - *Mystic Whaler Tall Ship*

The **110-ft schooner** docked at Ventura Harbor through Memorial Day Weekend from May 23 -28. Over 1000 visitors enjoyed **deck tours and hands on activities** aboard the ship.

1000+
VISITORS

Deck tours aboard the ship as reported by the Mystic Whaler over 3 days.



ENTERTAINMENT & *Music*

May **live music** in the Village included:

- **May 4** | Surfer Joe Band
- **May 11** | Karen Eden Trio
- **May 11** | Kenny Devoe *3-6pm
- **May 12** | Vanise Terry Band
- **May 18** | Jayden Secor Band
- **May 19** | Lynzee Fraye
- **May 25** | Morrison Drive
- **May 25** | Kenny Devoe *3-6pm
- **May 26** | Looking West
- **May 30** | Teresa Russell

Unpredictable weather in May resulted **rescheduling** for:

- **May 5** | Cava



ONSITE BOOTH -

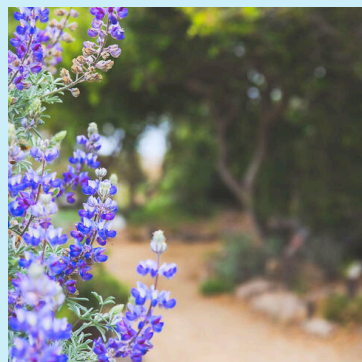
Village Visitor Booth



Visitors stopped by the Village Booth on Memorial Day Weekend on **May 25th** to learn more about the upcoming events at the Harbor Village! Guests also had a chance to sign up for the **village newsletter** and **send a postcard** to loved ones.

EVENT PROMO -

Mother's Day



Mother's Day weekend invited visitors to an **array of activities** on the waterfront bringing **increased attendance** to village restaurant, shops, & general foot traffic to the area. **Live music all weekend** by Karen Eden Trio, Kenny Devoe, and Vanise Terry Band. **Fresh flower vendor** brought in on the Promenade.

REVENUE - *Event Venue Rentals + Weddings*

Total May Onsite Revenue:	\$4,350
FY 23/24 Overall to date:	\$7,000
Vendor Revenue Goal Reached	\$45,000
Total Annual Onsite Rentals:	\$15,500
Total Annual Sponsor Revenue:	

VHV welcomed **CalTri race, weddings, a beach field trip, and kayaking groups** the harbor in May. Vendors included exotic birds, face painting, and flowers.



MAY MARKETING REPORT - Content Development

May 2024 report showcases samples & highlights of the Ventura Harbor Visitor Attraction Plan.

SOCIAL MEDIA - Cross Network Performance Metrics*

74k
Total Audience

785k+
Impressions

9k
Engagements

7k
Post Clicks



VISUALS - Sampling of Content

Paid social media campaign performance ranked "above average" by Meta with over **280k impressions in May!**



COPYWRITE - Enewsletters / Blogs

April e-newsletters featured e-blasts on **Cinco De Mayo Seaside, Memorial Day Weekend, Mother's Day, the Seaside Vacay Giveaway, and Mental Health Festival**

7
E-Newsletters

17k
Subscribers

30k
Opens

1.7k
Link Clicks



REELS - Short Video Compilations

Sr. Marketing & Event Coordinator produced a series of original reels, plus repurposed user generated content with topics featuring the Ventura Harbor Village **May Events** Lineup, **Cinco de Mayo music & food activations, Mother's Day Gifts** from Village retailers, the **Mystic Whaler Tall Ship Visit**, and more!

8
Reels



44k
Plays

ADVERTISING - Samples

Meta digital performance in May:

107k
Reach

44k
Engagements

7.4k
Clicks

May ads splashed out via **social media & print** publications covering various topics: **Cinco de Mayo, Mother's Day**, + the most engaged paid media: **Mystic Whaler Tall Ship**.



April 2024 report showcases samples & highlights of the Ventura Harbor Visitor Attraction Plan.

MEDIA OUTREACH & COVERAGE - PR & Editorial Coverage

Media coverage included spotlights in **Ventura Breeze**, **VC Reporter**, **Ventura County Mom Collective**, **Conejo Valley Guide**, **LA Parent** and **Visit Ventura**. Tracked coverage of Ventura Harbor Village happenings also were featured in **See California**, **Amigos 805** and **Central Coast Tourism**.



OUR MEMORIAL DAY ROUNDUP OF EVENTS IN L.A. AND BEYOND



Seaside Live Music at Ventura Harbor Village - Spring/Summer 2024
May 11, 2024



A Majestic Sight To See, Tall Ship Mystic Whaler Sails Into Ventura Harbor Village



Tall Ship Mystic Whaler arrives in Ventura Harbor this week. It stays through May 30, with deck tours May 25-27, 1-5 p.m. (Ventura Harbor Village)

CULTURAL OUTREACH- Asian American & Pacific Islander Heritage Month

Using fish replicas, a variety of fun paint colors, and traditional bamboo paper, guests created their own masterpiece for free! This unique experience was offered at the Ventura Harbor Village booth in the CI Courtyard.



TOURISM REACH - Public Outreach

SEASIDE Vacay GIVEAWAY

GARNERED PUBLIC INPUT FROM OVER 2.5K SURVEY RESPONDENTS

- 2 Night stay at a Holiday Inn Express & Suites Ventura Harbor
- \$50 Dining Credit to a Ventura Harbor Village Restaurant
- \$50 Shopping Credit to a Ventura Harbor Village Shop
- \$50 Credit toward Ventura Harbor Village Sweet Treats
- Boat Excursion for 2 to Channel Islands National Park with Island Packers

Performance 7% click thru rate! Outperformed industry average (.9%) by **600%**

Contest Entries Campaign generated **2,580** respondents to date

VENTURA PORT DISTRICT
DEPARTMENTAL STAFF REPORT

Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Todd Mitchell, Sr. Business Operations Manager
Jessica Snipas, Business Operations Analyst II
SUBJECT: May 2024 Property and Leasing Report

LEASING HIGHLIGHTS

- 1) Tenant Engagement
 - Staff continues to coordinate with the City and multiple tenants regarding their planning, building, and safety permits.
- 2) MRI Property Management Software
 - As of May 31, 2024, rent has been paid for fifty-three leases via the tenant portal.
- 3) Leasing Advertising, Showings, and Executions
 - Staff had nine showings for available and vacant suites.
 - Ventura Chamber of Commerce attended events: Connection Breakfast, Spring Expo, Ribbon Cuttings (x2), and Progressive Mixer.

CURRENT VACANCY REPORT

- 1) 1559 Spinnaker Drive #101 (Office suite)
 - Prior tenant's lease underwent early termination due to the suite experiencing a flood. The tenant leased and relocated to 1559 #205B & C. The suite will have to undergo planning and construction. Marketing efforts have begun.
- 2) 1559 Spinnaker Drive #205A (Office suite)
 - This is one of the six newly constructed suites. Marketing efforts began while the suite was under construction.
- 3) 1591 Spinnaker Drive #117B (Retail suite)
 - Previous tenant relocated to suite 1559 #103. Marketing efforts began prior to previous tenant move-out.
- 4) 1575 Spinnaker Drive #101/102/103/105A & B (Restaurant suite)
 - Lease underwent early termination. Staff prepared a marketing package for the spaces after consultation with architects and restaurant consultant, and marketing efforts have begun.

CURRENT AVAILABILITY REPORT

- 1) 1591 Spinnaker Drive #207 (Office suite)
 - The previous tenant's lease expired December 31, 2023. The neighboring tenant (#205) was month-to-month and their lease ended January 5, 2024. Due to the neighboring tenant's newly constructed office completion date being extended, they requested a month-to-month lease for suite #207. Initially, the request was for three to four months, but has been updated to mid-summer. Staff are permitted to conduct showings and leasing efforts begun prior to lease expiration.
- 2) 1583 Spinnaker Drive #104A (Retail suite)
 - Staff met with tenant in June 2023 and in the beginning of January 2024. Tenant requested to continue month-to-month status until the fall.

CATEGORY	TOTAL Square Footage	Harbor Vacancy Sq Ft	Harbor Vacancy %	Harbor Available Sq Ft	Harbor Available %		City * Vacancy %	City * Available %
Office	38,591	2,876	7%	1,420	4%		18%	22%
Retail	20,196	761	4%	500	2%		19%	24%
Restaurant	33,622	3,720	11%	0	0%		0%	No Data

> Harbor Vacancy --- The suite is unoccupied, and it does not have lease.

- Office: 1559 #101
1559 #205A
- Retail: 1591 #117B
- Restaurant: 1575 #101/102/103/105 A & B

> Harbor Available --- (1) MTM leases with existing Tenant in process to renew lease; or (2) MTM lease that the suite is available to be leased.

- Office: 1591 #207
- Retail: 1583 #104A
- Restaurant:

* City: Based on comparable square footage within Ventura 93001 area as reported by CoStar Group.

(Note that total square footage values have been updated as of the April 2023 reporting period to reflect recategorization of some units and the addition of the GSA lease for National Park Service offices which were not previously included).

Date Source Update: Staff has returned to extracting data from the CoStar Group. CoStar has offered significant discount pricing and has agreed to work with staff to update its database on Village comparable.

SALES REPORTS

The attached summary of sales for three Harbor Village business categories: restaurants, retail, and charters. The report compares the monthly sales for 2024 and 2023. They also include year-to-date comparisons.

The year-to-date overall sales for all Harbor Village Tenants through the month of April are down -0.41% from the same time last year.

VEHICLE TRAFFIC COUNTS

Spinnaker Drive Entrance

Schooner Drive Entrance

Month	May	April		April
Car Count	98,506	96,072	49,530	52,442
Busiest Day	Wednesdays: 17,121	Saturdays: 17,129	Thursdays: 7,608	Tuesdays: 9,732
Busiest Hour	Saturdays: 6 PM	Tuesdays: 5 PM	Thursdays: 6 PM	Mondays: 4 PM

ATTACHMENTS:

Attachment 1 – April 2024 Sales Report

ATTACHMENT 1

**Ventura Harbor Village
Tenant Sales Summary**

Month of April	<u>April-2024</u>	<u>April-2023</u>	<u>% Change</u>
Restaurants	\$ 1,684,410	\$ 2,026,123	-16.87%
Retail	\$ 420,346	\$ 485,655	-13.45%
Charters	\$ 614,681	\$ 759,098	-19.02%
Total	\$ 2,719,437	\$ 3,270,876	-16.86%

Year-to-date through April

	<u>Jan - Apr 2024</u>	<u>Jan - Apr 2023</u>	<u>% Change</u>
Restaurants	\$ 6,179,768	\$ 6,358,747	-2.81%
Retail	\$ 1,497,547	\$ 1,509,804	-0.81%
Charters	\$ 1,863,888	\$ 1,711,865	8.88%
Total	\$ 9,541,203	\$ 9,580,416	-0.41%



VENTURA
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BOARD OF PORT COMMISSIONERS
JUNE 19, 2024

CONSENT AGENDA ITEM A
APPROVAL OF OUT-OF-TOWN
TRAVEL REQUESTS

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
SUBJECT: Approval of Out-of-Town Travel Requests

RECOMMENDATION:

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

- a) Harbormaster John Higgins to attend FEMA CERT Train-the-Trainer Course July 9-11, 2024 in Riverside, CA.
- b) Senior Harbor Patrol Officer Brendan Donohue to attend FEMA CERT Train-the-Trainer Course July 9-11, 2024 in Riverside, CA.
- c) Harbor Patrol Officer Mason Alford to attend FEMA CERT Train-the-Trainer Course July 9-11, 2024 in Riverside, CA.
- d) Sr. Business Operations Manager, Todd Mitchell to attend CMANC Fall Meeting from September 11 to 13, 2024 in Santa Cruz, CA.
- e) Sr. Business Operations Manager, Todd Mitchell to attend the CMANC Officers Trip from September 30 to October 1, 2024 in Washington, DC.

SUMMARY:

Employees and Commissioners are encouraged to attend conferences, meetings, seminars, and other activities that provide an opportunity to be informed concerning matters of interest to the District and their position. The General Manager is recommending staff participate in the events listed herein.

GUIDING PRINCIPLES:

- 1) Maintain a safe, navigable, and resilient harbor.
- 5) Building respectful, productive relationships with employees, tenants, residents, visitors, stakeholders, public officials, and elected representatives while promoting diversity, equity, and inclusion.
- 6) Provide exceptional public service and organizational transparency.
- 7) Provide high-quality Harbor and coastal visitor-serving amenities, services, facilities and infrastructure.

5-YEAR OBJECTIVE:

- D) Ensure dredging occurs annually at the federal Harbor entrance and as needed in the inner Harbor.
 - 1) Support and advocate for congressional funding to the Army Corps of Engineers in support of the Harbor's annual dredging program.
 - 2) On-going leadership and participation with California Marine Affairs and Navigation Conference (CMANC) and other relevant organizations in support of federal and state assistance.
- E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures and programs.
 - 2) Collaborate with City, regional, state, and federal agency officials in pursuit of mutually beneficial projects and programs.

BACKGROUND:

CERT Train-the-Trainer Course in Riverside, CA from July 9-11, 2024

The Harbormaster, Senior Harbor Patrol Officer Brendan Donohue, and Harbor Patrol Officer Mason Alford will be attending a three-day Community Emergency Response Team (CERT)

Train-the-Trainer course at the Ben Clark Training Center in Riverside, California. The three-day Federal Emergency Management Agency (FEMA) course is being offered by the Riverside County Operational Area (Sheriff OES) and is free to attend. The Harbor Patrol staff have already taken pre-requisites including FEMA IS-317a Introductions to Community Emergency Response Team course. The Harbor Patrol Staff will be joining forces with a Ventura Police Department Emergency Manager who will also be taking the course.

The benefit to the District will be immediate and allow us to either provide this training within the Port District or partner with the City of Ventura. This training will help the Port District and the Harbor Community excel in planning, response, mitigation, and recovery. With natural disasters becoming more common place the ability to have staff in-house to train employees and the community will only strengthen our resilience when these events occur.

CMANC Fall Meeting in Santa Cruz, CA from September 11-13, 2024

Sr. Business Operations Manager Mitchell will travel to Santa Cruz to participate in the CMANC Fall Meeting. As the re-elected Chair of CMANC for FY24-25, it is important to attend the CMANC meetings, including the Board meeting, which is held prior to the conference.

The benefit to the District for this travel is to meet with representatives of both local District and regional Division staff of the US Army Corps of Engineers to continue to advocate for full funding for dredging Ventura Harbor’s entrance channel in Federal Fiscal Year 2026 and beyond. The CMANC conference will also enable collaboration with other California Ports and Harbors about the navigation goals for California and develop the implementation strategy for those goals, including Ventura Harbor. It is also an opportunity for in-person strategy meetings with our consultant Carpi & Clay.

CMANC Officers Trip to Washington, DC from September 30 – October 2, 2024

Sr. Business Operations Manager Mitchell has been re-elected to be the Chair of CMANC from July 1 to June 30, 2024. Part of the responsibilities of the CMANC officers is a fall trip for the officers and executive director only to visit Washington DC to advocate for CMANC ports and harbors with elected federal representatives, the Appropriations Committees of the House and Senate, the President’s Office of Management and Budget (OMB), and the Corps of Engineers Headquarters staff. This provides the opportunity to reinforce the requests for FY25 project funding and, in the case of the Corps, to advocate for full funding of projects in FY26.

The benefit to the District for this travel is to meet with our federal representatives and OMB to thank them for their support in FY25 funding (\$8.796M) as well as lobbying on behalf of California as a region where port and harbor investment is good for the nation. It also provides the opportunity to thank the Corps Headquarters staff for their recommendation to OMB for full funding in FY25 and to ask that they do the same in FY26.

FISCAL IMPACTS:

Travel costs related to these activities are included in the FY24-25 budget.

<u>CERT Riverside</u>	Donohue	Higgins	Alford
Lodging	\$564.30	\$469.45	\$0.00
Meals	\$270.00	\$270.00	\$270.00
Mileage	\$0.00	\$173.60	\$0.00
Air Fare	\$0.00	\$0.00	\$0.00
Miscellaneous (Transit/Parking)	\$50.00	\$50.00	\$50.00
TOTAL	\$884.30	\$962.45	\$320.00

<u>MITCHELL</u>	<u>CMANC</u> <u>Santa Cruz</u>	<u>CMANC DC</u>
Registration	\$500.00	\$0.00
Lodging	\$630.00	\$785.00
Meals	\$90.00	\$225.00
Mileage	\$425.00	\$98.00
Air Fare	\$0.00	\$377.00
Miscellaneous (Transit/Parking)	\$150.00	\$150.00
TOTAL	\$1,795.00	\$1,635.00

ATTACHMENTS:

None.



VENTURA
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BOARD OF PORT COMMISSIONERS
JUNE 19, 2024

CONSENT AGENDA ITEM B
AWARD OF BID FOR THE FY2024-
2025 JANITORIAL SERVICES FOR
VENTURA HARBOR VILLAGE
RESTROOMS AND DISTRICT
ADMINISTRATION OFFICE

VENTURA PORT DISTRICT
BOARD COMMUNICATION

CONSENT AGENDA ITEM B
Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Todd Mitchell, Sr. Business Operations Manager
Sergio Gonzalez, Facilities Manager
SUBJECT: Award of Bid for the FY2024-2025 Janitorial Services for Ventura Harbor Village Restrooms and District Administration Office

RECOMMENDATION:

That the Board of Port Commissioners award the FY2024-2025 Janitorial Services Contract to Premier Property Preservation in the amount of \$80,000.

SUMMARY:

The District published a request for bids for the Ventura Harbor Village and District Administration Office janitorial services on May 5, 2024. A public bid opening was held on June 11, 2024, per District policy.

The District received and reviewed four bids for the services requested with the lowest responsive bid received from Premier Property Preservation (Premier). The Service Contract will be from July 1, 2024, through June 30, 2025.

GUIDING PRINCIPLE:

7) Provide high-quality Harbor and coastal visitor-serving amenities, services, facilities and infrastructure.

5-YEAR OBJECTIVE:

V) Maintain and improve Harbor Village facilities, infrastructure, and amenities.

BACKGROUND:

The District is currently under contract with an outside service that provides twice a day, 365 days a year, janitorial services to all Ventura Harbor Village restrooms and shower facilities. This service also provides once a week janitorial services to the District second floor hallway, kitchenet, offices, and restrooms.

The current contract is held by Jani-King and expires on June 30, 2024. Premier has provided the lowest responsive bid. Provided referrals have been contacted about Premier with no issues reported. Therefore, staff is recommending awarding the contract to Premier Property Preservation.

FISCAL IMPACT:

This expense will be approved with the adoption of the FY2024-2025 budget. Awarding the bid to Premier will cost the District \$5,970.00 per month or \$71,646 for the fiscal year. The contract ceiling of \$80,000 will allow for additional ad-hoc work for special events or emergencies.

ATTACHMENTS:

None.



VENTURA
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BOARD OF PORT COMMISSIONERS
JUNE 19, 2024

CONSENT AGENDA ITEM C
REJECTION OF ALL BIDS FOR THE
FY2024-2025 SECURITY SERVICES
FOR VENTURA HARBOR VILLAGE

VENTURA PORT DISTRICT
BOARD COMMUNICATION

CONSENT AGENDA ITEM C
Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
John Higgins, Harbormaster
Tom Bunn, Legal Counsel, Lagerlof
SUBJECT: Rejection of All Bids for the FY2024-2025 Security Services for Ventura Harbor Village

RECOMMENDATION:

That the Board of Port Commissioners reject all bids for FY2024-2025 Security Services for Ventura Harbor Village.

SUMMARY:

The District published a request for proposals for the Ventura Harbor Village and Marina security services on May 31, 2024. A public bid opening was held on June 13, 2024, per District policy. While two bids were received by the Clerk of the Board and opened and read aloud per the District policy, two additional bids were received at the District office and were not located at the time of the opening. There is no way to conclusively determine the time that the other bids were delivered.

Therefore, the General Manager and District's Legal Counsel are recommending rejection of all bids, amending the Procurement and Purchasing Policy at the July 17, 2024 Board Meeting, and subsequently rebidding the contract.

GUIDING PRINCIPLE:

7) Provide high-quality Harbor and coastal visitor-serving amenities, services, facilities and infrastructure.

5-YEAR OBJECTIVE:

V) Maintain and improve Harbor Village facilities, infrastructure, and amenities.

BACKGROUND:

The District currently contracts with an outside service company to provide security guards to patrol Ventura Harbor Village in the night hours. The contract also makes security services available to meet increased needs for special events.

The current contract is held by Medallion Protective Services and expires on June 30, 2024.

The District published a request for proposals for the Ventura Harbor Village and Marina security services on May 31, 2024 and held a public bid opening at 11 AM on June 13, 2024. Only two bids had been received by the Clerk of the Board at that time and such those two bids were opened and read aloud, per District policy. However, two additional bids had been delivered to the District but not to the Clerk. Staff cannot ascertain the time of the bid delivery and therefore it is unclear if either or both of these bids were in the District's possession prior to 11 AM.

Staff and Legal Counsel's review of the invitation to bid document did not specify as to whose attention the bids should have been sent.

Therefore, the General Manager and Legal Counsel are recommending the rejection of all bids, revising the invitation to bid document, and rebidding the contract. In the meantime, the General Manager will extend the existing contract with Medallion Protective Services until a new contract is awarded.

The District's Procurement and Purchasing Policy was last updated May 4, 2022. While it does describe the process of procurement, it lacks instruction to staff that likely would have prevented this situation. The policy also has room for improvement on the procurement of non-professional services (such as security services) including the evaluation criteria. The General Manager and Legal Counsel have determined that this policy does not adequately serve the District's needs for service contracts where the evaluation criteria are not solely financial.

The General Manager is recommending that the rebidding of this service contract be deferred until Staff and Legal Counsel have brought an amendment to the Procurement and Purchasing Policy to the Board for its consideration at its July 17, 2024 meeting.

FISCAL IMPACT:

Rebidding the project will result in publishing a second notice in the Ventura County Star totaling approximately \$1,500.

ATTACHMENTS:

None.



VENTURA
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BOARD OF PORT COMMISSIONERS
JUNE 19, 2024

CONSENT AGENDA ITEM D
APPROVAL OF AMENDMENT NO. 1 TO
A PROFESSIONAL SERVICES
AGREEMENT WITH SWIFT CHIP, INC.
FOR INFORMATION TECHNOLOGY
SERVICES

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

CONSENT AGENDA ITEM D
Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
Jessica Rauch, Clerk of the Board
SUBJECT: Approval of Amendment No. 1 to a Professional Services Agreement with Swift Chip, Inc. for Information Technology Services

RECOMMENDATION:

That the Board of Port Commissioners approve Amendment No. 1 to the Professional Services Agreement with Swift Chip, Inc. increasing the amounts to \$122,982 from \$113,500 for July 1, 2024 to June 30, 2025 and \$126,671.46 from \$116,500 for July 1, 2025 to June 30, 2026 to provide information technology services.

SUMMARY:

The Board approved a three-year Professional Services Agreement (PSA) with Swift Chip, Inc. at the June 21, 2023 meeting. Due to the hiring of new employees, the number of workstations (computers) has increased, increasing our monthly services. This PSA amendment is included in the FY2024-2025 Budget.

GUIDING PRINCIPLES

6) Provide exceptional public service and organizational transparency.

FIVE-YEAR OBJECTIVES

E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures and programs.

BACKGROUND:

PSAs have been used successfully to streamline technical support services required to complete certain projects and run the day-to-day operations of the District.

Swift Chip has been providing information technology services since 2019. They will continue to provide daily services for District operations and include the following areas of responsibility:

- Computers
- Printers
- Servers
- Vendor Coordination (e.g. Telecommunications, Internet Services)
- Technology Solution Design

FISCAL IMPACTS:

There is an additional monthly cost of \$200.00 when a new workstation is added to the District's inventory. Two new workstations were added this past fiscal year, increasing the monthly total by \$400.00. A 3% cost increase is applied for each year of services.

ATTACHMENTS:

None.



VENTURA
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BOARD OF PORT COMMISSIONERS
JUNE 19, 2024

CONSENT AGENDA ITEM E

APPROVAL OF ANNUAL

PROFESSIONAL SERVICES

AGREEMENTS FOR ADMINISTRATIVE,

ADVOCACY, TECHNICAL AND LEGAL

SUPPORT SERVICES

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

CONSENT AGENDA ITEM E
Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
Jessica Rauch, Clerk of the Board
SUBJECT: Approval of Annual Professional Services Agreements for Administrative, Advocacy, Technical, and Legal Support Services

RECOMMENDATION:

That the Board of Port Commissioners approve the Professional Services Agreements with:

- a) Carpi & Clay, Inc. in the amount of \$60,000 to provide the District with federal advocacy services from July 1, 2024 to June 30, 2025.
- b) K&L Gates in the amount of up to \$60,000 to provide advocacy for the establishment of aquaculture in proximity to Ventura Harbor and legal support for regulatory agency permitting from July 1, 2024 to June 30, 2025.
- c) Liebert Cassidy Whitmore in the amount of up to \$60,000 to provide human resources legal services from July 1, 2024 to June 30, 2025.
- d) Rincon Consultants, Inc. in the amount of up to \$135,000 to provide dredging support, inner harbor dredging technical support, and coastal development permitting support from July 1, 2024 to June 30, 2025.
- e) Dixon Consultants, Inc. in the amount of \$50,000 to provide managed parking consulting, permitting, stakeholder engagement, and procurement support from July 1, 2024 to June 30, 2025.
- f) RRM Design Group, Inc. in the amount of \$45,000 to provide architectural design services for the planning of developing the Parcel 5 grass lawn area from July 1, 2024 to June 30, 2025.

SUMMARY:

Professional Service Agreements (PSAs) have been used successfully to streamline engineering, administrative, technical, and legal work required to complete certain projects, assistance in receiving federal and state funding and run the day-to-day operations of the District.

Board approval is required to enter into these agreements as they are over the General Manager's \$25,000 threshold. These PSAs are included in the FY2024-2025 Budget.

GUIDING PRINCIPLES

- 1) Maintain a safe, navigable, and resilient harbor.
- 2) Advance the harbor's vibrant, working waterfront in support of commercial and recreational fishing and boating.
- 3) Grow financial sustainability through a reliable, recurring revenue stream supplemented with grants and public-private partnership investment while maintaining responsible budgeting practices.
- 4) Establish and implement harbor-wide environmental sustainability policies and practices through collaboration with our business partners.
- 5) Build respectful, productive relationships with employees, tenants, residents, visitors, stakeholders, public officials, and elected representatives while promoting diversity, equity, and inclusion.
- 6) Provide exceptional public service and organizational transparency.

- 7) Provide high-quality Harbor and coastal visitor-serving amenities, services, facilities and infrastructure.
- 8) Support the Channel Islands National Park in its efforts to provide a first-class visitor center, educational resources, and ferry boat services to the islands.

FIVE-YEAR OBJECTIVES

- D) Ensure dredging occurs annually at the federal Harbor entrance and as needed in the inner Harbor.
- E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures and programs.
- F) Support current and future commercial fishing and sustainable aquaculture industries. Maintain and improve working waterfront facilities and infrastructure.
- M) Collaborate with Master Tenants and National Park Service to plan, improve, and develop the Harbor in a financially and environmentally sustainable way.
- N) Maintain and grow Channel Islands National Park Service (NPS) presence and customer visitation to the Harbor.
- P) Implement parking management, traffic circulation, and multi-modal transportation strategies.
- R) Seek opportunities to grow revenues and secure grants; continue to improve the quality, efficiency, and transparency of financial reporting, monitoring, and property management.
- V) Maintain and improve Harbor Village facilities, infrastructure, and amenities.

BACKGROUND:

The following is the scope of work for each PSA:

a) Carpi & Clay, Inc.

Carpi & Clay's core business is focused primarily on representing, advancing and protecting the financial, legislative and regulatory interests of California local governments, public agencies and not-for-profit institutions. In the last six months they have been instrumental in assisting the District with inclusion of dredging the Harbor entrance channel in both the President's and Congressional budgets again this time for 2024. As federal funding becomes even more constrained, an effective advocacy and lobbying firm is essential to the District. Other duties they perform for the District are:

- Assist the Ventura Port District with securing annual appropriations for the maintenance dredging of the federal Ventura Harbor entrance channel area by the US Army Corps of Engineers.
- As required, meet with Members of the California Congressional delegation, and work closely with the offices of Congressman Padilla, Congresswoman Brownley, Senators Feinstein and Padilla on both funding issues and policy legislation. This will help to facilitate more productive relationships and support for initiatives.
- Organize strategic Congressional lobbying trips (in person in Ventura, in DC, and/or virtual) that support the Ventura Port District's goals, purpose, and intended results. When Ventura Harbor officials or staff are in Washington, D.C. Carpi & Clay provide direct support to include office space, meeting arrangements, and full staff support. Once completed, Carpi & Clay would ensure follow-up discussions to learn about the successes of the trip and determine next steps.

- Carpi & Clay will interact with all relevant government agencies, and specifically the U.S. Army Corps of Engineers, at all relevant levels to enable a full and cooperative approach and a successful outcome.
- Provide support for issues impacting or benefiting the Harbor as they arise.

b) K&L Gates

Robert Smith, a Partner at K&L Gates, will be assisting the Port District in advocating for the establishment of an Aquaculture Opportunity Area (AOA) by the National Oceanic and Atmospheric Administration (NOAA) in proximity to Ventura Harbor. In addition, K&L Gates will provide legal support for regulatory agency permitting particularly as it concerns inner harbor dredging, beach maintenance and Harbor parking management plan.

Task 1: NOAA AOA Process

NOAA is currently preparing a Draft Environmental Impact Statement (“DEIS”), which is anticipated to be publicly released within the third quarter of 2024. The DEIS will identify potential alternative sites for approval, which is likely to include one or more locations in proximity to Ventura Harbor. This will be a critical opportunity for the District to advocate for the establishment of an AOA near Ventura. Further, there have been a number of comments received from potential supporters and opponents with an opportunity for the District to conduct outreach to solicit potential support for a potential AOA location near Ventura. Mr. Smith will assist with strategic planning and outreach concerning this effort, as well as prepare comments on the DEIS once it becomes publicly available.

Task 2: Regulatory Agency Coordination, Permitting, and Entitlement Support

District staff continues to have activities that require regulatory agency approval. Mr. Smith provides expertise in coastal permitting, and entitlement matters and will provide strategic advice and legal counsel to the District in the permitting and entitlement process to advance the District’s applications, coordinate meetings with regulatory officials, and help secure timely approvals. Some of these services are reimbursable when they relate to master tenant leasing, or project development.

Task 3: Harbor Parking Management

Provide legal support to District staff in responding to appeal(s) through written correspondence and public testimony of the District’s Harbor Parking Management Plan with City Council, CA Coastal Commission as needed.

c) Liebert Cassidy Whitmore (LCW)

Oliver Yee, Partner will be the Port District’s primary point of contact. Mr. Yee provides representation and legal counsel to LCW’s public agency, education, and nonprofit clients. He leads the firm’s Audit Services Practice Team. In addition, Oliver’s practice involves representing and advising clients on a variety of labor and employment issues including labor negotiations, personnel rules and policies, the Fair Labor Standards Act, laws and regulations of public employment retirement plans, the Brown Act and Public Records Act, unfair labor practices, employee grievances, leave and disability issues, and disciplinary actions. He regularly advises executive management, human resources management and governing bodies on complex legal issues and matters.

The PSA scope will include, but not be limited to labor negotiations, personnel rules and policies, the Fair Labor Standards Act, laws and regulations of public employment retirement

plans, unfair labor practices, employee grievances, leave and disability issues, and disciplinary actions.

d) Rincon Consultants, Inc.

Task 1: Annual dredging environmental consulting, material testing, and shoreline monitoring services

Ventura Port District requires the support of an outside consultant on an annual basis to complete the environmental monitoring and reporting coincident with the outer and inner harbor dredging programs.

While no inner harbor dredging is planned for the coming fiscal year, the District is still required to perform material testing every three years and to monitor and report on shoreline conditions each year before and after dredging (regardless of whether or not it is performed by the District).

Task 2: Coastal Development Permit for Beach Management

The District has applied for a new Coastal Development Permit to manage the beaches in the harbor which supplements and partially replaces one issued in 1980 for managing the beach and coastal access. Staff anticipates that the process will require additional support work prior to the permit being provided. In addition, once in place, the District will have new monitoring and reporting obligations annually.

e) Dixon Resources Unlimited, Inc.

Task 1: Complete the Coastal Development Permit process for Managed Parking

The District has submitted applications for a Coastal Development Permit for Managed Parking to both the City of Ventura and to the California Coastal Commission. Dixon Resources Unlimited (Dixon) shall continue to support the District in completing the process and obtaining the permits from both agencies.

Task 2: Stakeholder Engagement & Tenant Parking Plan

Implementation of managed parking will require significant stakeholder engagement and education to be successful. Dixon has extensive experience in this field including presentations to agency boards and council and at public gatherings. This task will include developing a public awareness plan and multiple stakeholder outreach initiatives. This task will also include working with Staff and District tenants to prepare a tenant parking plan that addresses the needs of businesses in Harbor Village while balancing the need to relocate most employee parking outside of Harbor Village lots.

Task 3: Procurement Support

Once both Coastal Development Permits have been granted and the tenant parking plan conceptually designed, Dixon will assist the District in completing procurement of equipment and services to meet the needs of the program and any conditions established by the permits.

f) RRM Design Group, Inc.

In 2011, the District engaged the services of RRM Design Group (RRM) to assist with preliminary designs for the grass lawn area at Parcel 5 among other tasks. In December 2023, RRM returned to the Board to revisit the designs previously prepared and to gather input for direction on a design for that parcel. The Board's feedback was supportive of the general vision previously developed. Therefore, staff is recommending the approval of a contract with RRM to

further develop the design for the parcel, perform cost estimation services and seek entitlements. If approved by the Board, the contract could later be expanded to continue complete design of the project, refined cost estimates and assistance with grant applications.

FISCAL IMPACTS:

These annual PSAs have been included in the FY2024-2025 Budget.

ATTACHMENTS:

None.



**BOARD OF PORT COMMISSIONERS
JUNE 19, 2024**

**STANDARD AGENDA ITEM 1
ADOPTION OF RESOLUTION No. 3502
UPDATING THE VENTURA PORT
DISTRICT HUMAN RESOURCES MANUAL,
PROCLAIMING JUNE 19TH AS AN
OFFICIAL DISTRICT HOLIDAY AND
RESCINDING RESOLUTION No. 3463**

VENTURA PORT DISTRICT
BOARD COMMUNICATION

STANDARD AGENDA ITEM 1
Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
Oliver Yee, Partner, Liebert Cassidy Whitmore
SUBJECT: Adoption of Resolution No. 3502 Updating the Ventura Port District Human Resources Manual, Proclaiming June 19th as an Official District Holiday and Rescinding Resolution No. 3463

RECOMMENDATION:

That the Board of Port Commissioners adopt Resolution No. 3502:

- a) Approving updates to the Ventura Port District Human Resources Manual.
- b) Proclaiming June 19th “Juneteenth” as an official Ventura Port District Holiday.
- c) Rescinding Resolution No. 3463.

SUMMARY:

At the beginning of every calendar, the District requests Liebert Cassidy Whitmore (“LCW”) review and revise the District’s Human Resources Manual (“Manual”). Updates are usually changes to State employment laws and federal/state legislative actions.

GUIDING PRINCIPLES:

- 5) Build respectful, productive relationships with employees, tenants, residents, visitors, stakeholders, public officials, and elected representatives while promoting diversity, equity, and inclusion.
- 6) Provide exceptional public service and organizational transparency.

5-YEAR OBJECTIVES:

- E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures and programs.
 - 1) Collaborate with business partners and stakeholders through increased engagement, communication, and participation.
 - 4) Updates to District policies to reflect improved transparency and DEI.

BACKGROUND:

Below is a list of sections with proposed substantive revisions and/or clarifications to the Manual.

Identification of Sections with Substantive Revisions and/or Clarifications to District’s Human Resources Manual

- IV. Hours and Days of Work
 - IV-F. Travel/Training Time Compensation for Non-Exempt Employees
- VII. Benefits
 - VII-A. 6. Vision coverage for all eligible employees
 - VII-B. Holidays includes Juneteenth (June 19)
 - VII-G. Accrual of Sick Leave for Regular Part-Time Employees
 - VII-K Bereavement Leave
 - VII-L. Personal Leave with Pay
 - VII-O. Reproductive Loss Leave
 - VII-AA. 4. Notary Pay

- X. Disciplinary Action
 - X-A. Grounds for Discipline
 - X-B. Procedures for Taking Disciplinary Action
- XIV. Drug Free Workplace
 - XIV.-B. Applicability
 - XIV.-C. Definitions
 - XIV.-E. Testing for Prohibited Substances and Alcohol
- Whistleblower Protection Policy

With the addition of the Juneteenth holiday, the District's paid holiday will increase from 10 to 11 per year. Any non-exempt employee who works a holiday as part of his or her normal workweek shall continue to receive one and half times his or her base hourly rate of pay for each hour worked plus one day of compensatory time. Any non-exempt employee who works a holiday in addition to his or her normal workweek shall continue to receive double-time of the employee's base hourly rate of pay for hours worked plus one day of compensatory time.

Staff would like to clarify that the vision plan shown above is not a new benefit. The District implemented an employee vision plan on July 1, 2018. This plan has been clearly stated on every salary resolution since its implementation. The HR Manual is just now being updated to include this benefit.

FISCAL IMPACT:

The additional holiday is factored into the FY24-25 Budget. The vision benefit is an existing benefit identified in the annual salary resolutions, but not previously identified in the Manual. Travel costs will reflect requirements for non-exempt employees per the Manual.

ATTACHMENTS:

Attachment 1 – Ventura Port District Human Resources Manual - Redlined

Attachment 2 – Resolution No. 3502

Exhibit A - Juneteenth Proclamation

Exhibit B - Ventura Port District Human Resources Manual – Final and Clean Version



Ventura Port District

Human Resources Manual

Adopted October 27, 2004
Revised October 27, 2010
Revised July 25, 2012
Revised June 12, 2015
Revised October 10, 2018
Revised December 18, 2019
Revised July 7, 2021
Revised February 1, 2023
Revised June 19, 2024

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I. APPLICATION

This manual applies to all employees of Ventura Port District (hereinafter "District") who are not Members of the Board of Port Commissioners (hereinafter "Board").

I-A. Amendments

The District retains the full discretion to modify the policies set forth in this manual at any time in accordance with the law and applicable Memoranda of Understanding (MOUs) by resolution of the Board.

I-B. Non-Employment Contract

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

I-C. Employment at Will

Unless otherwise expressly provided for in an applicable collective bargaining agreement, employment contract, the District Commission's governing statutes, or another part of these rules, all District Employees are employed on an at-will basis. Employment at-will may be terminated without cause and without notice at any time by the District. No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the District acting through the Board of Port Commissioners has the authority to make any such agreement, which is binding and only if it is in writing.

I-D. Conflict Between These Policies and Collective Bargaining Agreements

If a provision of these policies conflicts with any provision of a valid collective bargaining agreement between the District and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall be deemed controlling and apply to employees covered by that collective bargaining agreement.

II. MANAGEMENT RIGHTS

The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority necessary to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered. All employees and any recognized employee representative shall recognize the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

- Direct and schedule work and/or overtime work as required in the manner most advantageous to the District.
- Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.
- Discipline or discharge employees subject to the Human Resources procedures as described in Section X.
- Lay off personnel at any time as described in Section IX-D of this manual.
- Determine assignments and establish methods and processes by which assignments are performed.
- Transfer employees within departments, divisions and sections and to a position outside of a department, division or section in a manner most advantageous to the District.
- Effect reorganizations and reallocation of work of the District.
- Contract for matters relating to District operations. The right of contracting or subcontracting is vested exclusively in the District.

The inherent and express rights of the District are not in any way, directly or indirectly, subject to meeting and notice, or meeting and conferring, or the District Grievance Procedure except those specifically referred to in this manual which are expressly modified or restricted by a specific provision.

III. GENERAL PERSONNEL POLICIES

III-A. Equal Opportunity Employer

The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religious creed, sex, gender, national origin, ancestry, age (40 and over), marital status, physical disability, mental disability, medical condition, sexual orientation, gender identity, gender expression, genetic information, reproductive health decision making, military and veteran status, or any other basis protected by law. The District affords equal employment to all qualified employees and applicants as to all terms and conditions of employment, including compensation, benefits, recruitment and selection, hiring, training, promotion, transfer, discipline and termination.

Employees, volunteers or applicants, who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedure provided in this Manual, or by contacting the U.S. Equal Employment Opportunity or Commission, or the California Civil Rights Department.

III-B. Administrative Responsibilities

The General Manager of the District shall ultimately be responsible for all personnel matters as to all subordinate employees in accordance with all federal and state laws and regulations and these policies but may delegate as many of the day-to-day functions to others as is appropriate under the circumstances.

III-C. Personnel Records

1. General

The District maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the District's Human Resources Programs or that is required by law. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.

2. Notifying the District of Changes in Personnel Information

Each employee is responsible to promptly notify the District of any changes in relevant personnel information including the following:

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents
- Physical limitations that could affect his or her ability to perform essential job functions

3. Location of Personnel Files

Employee personnel files will be located in the District office or in an area designated by the District. Employee personnel files will be handled in a manner that protects the privacy of the employees.

4. Medical Information

Separate Confidential Files.

All medical information about an employee or applicant is kept separately from other personnel records and is treated as confidential in accordance with the Americans with Disabilities Act (42 U.S.C section 1211(d)(3)(b) and the California Confidentiality of Medical Information Act (Cal Civil Code section 56 seq.).

ATTACHMENT 1

Information in Medical Files.

The District will not obtain medical information about an employee or applicant except in compliance with state and federal laws. To enable the District to obtain certain medical information, the employee or applicant may need to sign an Authorization for Release of Medical Information.

Access to Medical Information.

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Authorization for Release of Medical Records.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act, or if access is required by law, subpoena or court order) unless the employee signs an Authorization for Release of Employee Medical Information. This form may be obtained through the General Manager or his designee. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information.

5. References and Release of Information in Personnel Files

Public Information.

Upon request, the District will disclose information contained in personnel files as required by law, including the California Public Records Act.

Reference Checks.

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the General Manager. Information will be released only if the employee signs an Authorization for Release of Employment Information that may be obtained in the General Manager's office. Without this authorization the following limited information will be provided: dates of employment and salary range upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification for employment, unless specifically approved by the General Manager after consideration on a case-by-case basis.

Medical Information.

Medical information will be released only in accordance with Section III-C.4.

6. Employee Access to Personnel File.

Inspection of File.

An employee may inspect his or her own personnel file, to the extent defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals, within 30 days of a written request. An employee who wishes to review his or her file should contact the General Manager to arrange an appointment. The inspection must be done in the presence of the General Manager or his designee and at a location where the employee works and at a time other than the employee's work time (Labor Code section 1198.5(b)(1)), or at another agreed upon location without loss of compensation to the employee. (Labor Code section 1198.5(c)(2))

Copies.

An employee is entitled to receive a copy of his or her personnel records within 30 days after the District receives a written request. An employee who wishes to receive such a copy should contact the General Manager or the General Manager's designee. The District may charge a fee for the actual cost of copying. (Labor Code section 1198.5(b)(1); 1198.5 (b)(2)(A))

Representative's Inspection.

If the employee wishes to have another person/representative inspect his or her personnel file, he or she must provide the person/representative with written authorization. (Labor Code section 1198.5(e)) The General Manager or the General Manager's designee will notify the employee and/or representative of the date, time and place of the inspection in writing.

No Removal of File Documents.

No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

IV. HOURS AND DAYS OF WORK

IV-A. Work Hours

All District employees may be assigned different work schedules, including but not limited to, a 5/40, 4/10, 3/12 or 9/80 work schedule depending on the needs of the District. Employees assigned to shift work may be rotated between the various shifts from time to time.

IV-B. Workweek

The workweek for employees assigned to a 5/40 or 4/10 work schedule begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. on Tuesday.

Certain employee groups may voluntarily choose to work the "9/80 Alternative Workweek Schedule". The eligible employee groups are Maintenance Department including the Maintenance Supervisor and the Administration Department including the Marketing Department and the Marina Manager.

The "9/80 Alternative Workweek Schedule" allows a participating employee to work four (4) 9-hour days plus on (1) 8-hour day in one seven-day period and four (4) 9-hours days in an alternating seven-day period without the accrual of overtime. For all employees working a 9/80 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day of the week that corresponds to the employee's 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.

The "3/12 Alternative Workweek Schedule" allows a participating employee to work three (3) 12-hour days plus one (1) 8-hour day in one seven-day period (44 hours) and three (3) 12-hours days in an alternating seven-day period (36 hours) without the payment of an overtime rate of compensation accrual of overtime. For all employees working a 3/12 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day of the week that corresponds to the employee's regularly scheduled alternating day off.

IV-C. Work Periods

The General Manager may designate different workweeks or work periods for different employees or groups of employees. The designation will include the time of day and day of week on which the employee's workweek begins. If the District assigns employees to a public safety "FLSA 7(k)" work period, the designation must include the starting time and length of each employee's work period.

IV-D. Meal Period

Non-exempt District employees who work six hours per day or more shall be entitled to a 30-minute to 60-minute non-compensated meal period within five hours of beginning a workday provided that they are relieved of anticipated responsibilities and are free to leave the District during the meal period. A non-exempt employee may not waive a meal period in order to shorten his or her workday. A non-exempt employee that works through his or her meal period shall document the hours on his or her timecard as time worked.

Employees who are not relieved from job duties or are restricted to the District's property during meal periods are entitled to a 30-minute paid meal period, including those employees assigned to shift work in the Harbor Patrol and Courtesy Patrol who are required to be within hearing proximity of any District radio during the meal period

IV-E. Rest Period

A fifteen (15) minute compensated rest period shall be provided to all District non-exempt employees for each four (4) hour period of service. The rest period shall be taken at a time designated by the employee's supervisor, is not cumulative and may not be combined to shorten the workday or to extend the meal period.

IV-F. Travel/Training Time Compensation

1. Training Time Compensation for Non-Exempt Employees

Employee attendance at meetings, lectures, trainings or conferences will be considered time worked unless attendance is voluntary and the employee's job performance is not dependent on such training and will be compensated in accordance with normal payroll practices. Note that non-exempt employees are compensated only for the actual time in attendance at mandated District training, lecture, meeting or outside activity (Example: if the training is 6 hours long and the employee normally works 9 hours, then the employee will only be paid for 6 hours of work time). If the training is less than the employee's normal working schedule of hours for that day, they would either use paid leave time or the supervisor can assign the employee work during that time. However, if the employee is required to travel back to their regular work location that day, travel time from the training site back to their regular work location, as well as time worked at their regular work site, will be compensable.

2. Travel Time Compensation for Non-Exempt Employees

a. Home to Work Travel Time

Travel time to and from work is commute time which is not compensable. However, if the employee is required to report to a work location that is different from the employee's regular work location and the amount of time to travel to the new location is longer than the employee's normal commute time, then the employee will be compensated for the difference in time between the employee's normal commute and the new location. In addition, if the District requires the employee to meet at a designated location and use the District's transportation to and from the work site, then the travel time to and from the designated location and the work site is compensable.

b. Travel During the Workday

Travel during the workday, after the employee has reported to work, is hours worked for the District unless it is in connection with a bona fide meal break. However, travel from the employee's last work location to home is not compensable. Supervisors should not require employees who will be traveling during the workday to report to their normal work site at the start or the end of their shift unless it is operationally necessary for the employee to report to such location.

c. Travel to Out of Town One-Day Assignment of Overnight Travel Time:

If an employee is given a one-day assignment in a city outside of the city limits of the City of Ventura, that does not require an overnight stay, all of the time spent traveling between home and the assignment city is counted as hours worked and is compensable. If travel involves an overnight stay to attend a mandatory training or perform work required by the District, all time spent traveling, regardless of the day is compensable hours. This includes time spent traveling as a passenger.

d. Personal Breaks While Traveling:

Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or making necessary travel connections (such as, for example, spending an extra day in a city before the start of or following the conclusion of a conference to sightsee), is not compensable as long as no work is performed during such time.

V. HUMAN RESOURCES PROCEDURES***V-A. Hiring and Recruitment*****1. Vacant Positions**

When a full-time regular or a part-time regular position becomes vacant for which an open examination is to be held, the position shall be advertised in one local or regional newspaper that has substantial circulation in areas with large minority populations. Announcements of all open, closed and promotional positions shall also be posted on the bulletin board at the Ventura Port District office. Such announcement shall specify the following:

- Title and pay for the position
- The nature of the work to be performed and essential job duties of the position
- The minimum qualifications
- The desirable qualifications
- The time and location of the examination or selection interview
- The closing date for the application if one is established
- A medical examination, including a drug screen, will be required, post-offer of employment.
- Any other information as determined in the discretion of the General Manager or designee

2. Reasonable Accommodation

An applicant with a disability may request accommodation in an examination process. Following receipt of a request for accommodation, the District may require additional information, such as reasonable documentation of the existence of a disability. The District will comply with the employment-related reasonable accommodation requirements of the California Fair Employment and Housing Act and the Americans with Disabilities Act. An employee or applicant who alleges a denial of a reasonable accommodation may file a complaint pursuant to Section XII-E "Complaint Procedure for Discrimination or Harassment" of this manual or with the Civil Rights Department or the Equal Employment Opportunity Commission.

3. Selection Process

Candidates for positions may be asked to perform and/or submit to written, oral, performance, physical and/or medical examinations. All examinations shall be conducted by or arranged for by the General Manager or his or her designee.

The District administers two general types of examinations: (1) An "open" examination, which is open to all persons who the General Manager or his or her designee determines are the most highly qualified for the position; and (2) a "closed" examination, which is an examination limited to present District employees.

4. Pre-Employment Investigation

As part of the selection process, the District will require finalists to sign an authorization form allowing the District to conduct reference, general background, previous employment, DMV, and criminal checks in compliance with state law. Refusal to sign the background investigation authorization form will result in the finalist being excluded from the selection process.

5. Eligibility to Work in United States

As a prerequisite to being hired by the District, each potential employee will be required to complete a Form I-9 and meet the Employment Eligibility requirements of the United States Department of Homeland Security.

V-B. Employment Classifications

All authorized position classifications shall be included in the Salary Resolution and will have job descriptions. The establishment of salary will be in accordance with the education, experience, duties and responsibilities of the employee. All job descriptions will identify that classification as exempt or non-exempt as required by the Department of Labor under the Fair Labor Standards Act (FLSA).

V-C. Exempt vs. Non-Exempt Employees

For purposes of payment of overtime pay and hours of work, District employees will fall into one of two categories: Exempt and Non-Exempt. Exempt employees are defined in the FLSA regulations. Those employees who do not meet the definition of Exempt employees under the FLSA are Non-Exempt employees.

V-D. Employment Status

District employees will fall into one of nine categories of employment status:

1. Probationary Employees.

Regular Full-Time and Regular Part-Time employees will be considered probationary from their date of hire until they have completed one year of continuous service for the District. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave. The probationary period is a period of time during which the employee's supervisor will observe and evaluate the employee's ability to meet the expectations of the District regarding performance, attitude, conduct, and qualifications for the position in which they were hired. The probationary period is considered part of the selection process. The employee shall receive at least two formal evaluations during the probationary period.

Rejection During Initial Probation.

During the probationary period, a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre or post-disciplinary procedural due process or evidentiary appeal. During the initial probationary period a probationary employee is an at-will employee and may be dismissed at any time without cause and without the right of appeal.

Performance Evaluation at Conclusion of Initial Probationary Period.

At the end of the probationary period, there shall be a written performance evaluation, which will document whether the probationer is to become a Regular employee. The probationary period may be extended only for the amount of time, if any, that the Probationary employee was absent from employment during the probation period.

Probation After Promotion.

For current employees who accept a promotion, an employee serves a new probationary period of six (6) months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave. An employee does not acquire regular status in the promotional position until the successful completion of this probationary period. If the employee fails to

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satisfactorily complete the probationary period in the promotional position, the employee shall be entitled to return to the position held prior to promotion at the pay rate held prior to promotion if there is a vacancy in the prior position or if a vacancy can be created by terminating a probationary employee. If there is no vacancy, the employee shall be assigned to a vacant position that is nearest to the employee's prior position. The employee is not entitled to notice of a hearing with regard to an employee's failure to satisfactorily complete the probationary period in the promotional position.

2. Regular Full-time Employment

Employees who successfully complete their probationary period and who regularly work a minimum of 40 hours per week shall become full-time employees and shall be entitled to the benefits and leaves provided to other employees in the same classification and provided in these Policies, unless otherwise provided in an MOU.

3. Temporary Employees

Employees who are selected without following the District's selection process to perform specific tasks may be employed up to 180 working days or until the task or project has been completed. The period of temporary employment may be extended for an additional 180 working days. Temporary employees serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal. Temporary employees are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.

4. Regular Part-time Employment

Employees who regularly work less than 40 hours a week but 20 hours or more a week and who successfully complete their probationary period shall become regular part-time employees and shall be entitled to regular part-time status equal to the hours worked when compared to 40 hours per week.

Employees working less than 20 hours per week do not acquire regular status and are not entitled to benefits. Part-time employees may have rights to leave under the law or these Policies, unless otherwise provided in an MOU, depending on the number of hours they work, such employees serve at the pleasure of the General Manager, have no property right in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal.

5. Emergency Employees

Employees who are needed to perform emergency work may be employed at any time without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. Emergency employees are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.

6. Seasonal Employees

Employees who are needed to perform work on a regular seasonal basis may be employed without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal. Seasonal employees are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.

7. Per Diem

Employees who are needed to perform work by the day may be employed without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. Per Diem employees

are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.

8. Provisional

Employees who are needed to perform work until a regular Full-Time employee can be employed to do work until a certain situation or condition has ended. These employees usually work for a limited period of time and would rarely work more than 1000 hours. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal. Provisional employees are not eligible for benefits but may rights to leave under the law or these Policies, depending on the number of hours they work.

9. Volunteer

Volunteers are not considered employees, but instead are individuals who provide services to the District for civic or philanthropic reasons. Volunteers are not paid any salary, nor do they receive any benefits. Volunteers may be transferred to meet the needs of the District and their work contributions may be ended depending upon the need of the District. A volunteer serves at-will and may be removed at any time without cause, notice or any right of appeal.

V-E. Employee Orientation

During an employee's first few days of employment, the employee will participate in an orientation program conducted by various members of the employee's department, including the employee's supervisor. During this program, the employee will receive important information regarding the performance expected and required of the employee, District policies, compensation, and benefit programs, as well as other information necessary to acquaint the employee with District policies. The employee will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, appropriate Federal, State, and local tax forms, and other necessary administrative forms.

The District strongly encourages new employees to ask any and all questions they may have during the orientation program so that they will understand all guidelines that affect and govern their employment relationship with the District.

V-F. Transfers of Position

1. Voluntary Transfer

Employees with one year of satisfactory or better service may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the General Manager.

The "Request" must be in writing to the General Manager and include the employee's qualifications for the transfer position.

The General Manager will consider the best interests of the District prior to authorizing any employee requested transfer.

Approval or rejection of voluntary transfer requests will be at the discretion of the General Manager and not subject to appeal or review.

2. Promotion

Employees may be offered a vacant position, for which they are qualified, at the discretion of the General Manager. The employee will serve a promotional probationary period as detailed in Section V-D1.

3. Demotion

Employees may be demoted in the event of a reduction in personnel due to lack of work, lack of funds, the employee's inability to perform his or her required duties, or for disciplinary reasons, at the discretion of the General Manager. In the event that a Regular employee is demoted for disciplinary purposes, that employee is entitled to the appeals procedure set forth in Section X-C "Disciplinary Appeals Procedures" of this Manual.

4. Involuntary Transfer

The General Manager shall have the authority to involuntarily transfer an employee at any time for efficiency, health conditions, safety, morale or other grounds beneficial to the District.

Whenever possible, an employee being transferred from one position to another position in the same class, or a comparable class at the same salary level, shall receive five (5) working days' notice. If the transfer requires the employee to move equipment from one location to another, the employee shall receive seven (7) working days' notice.

V-G. Nepotism Policy

The District regulates the employment and placement of relatives, spouses and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision and morale.

For purposes of this section, "relative" means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

For purposes of this section, "spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

For purposes of this section, "supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to him or her by the District.

1. Relatives

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

- A direct or indirect supervisory relationship between the relatives.
- The two employees having job duties which require performance of shared duties on the same or related work assignment.
- A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

2. Spouses or Domestic Partners

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

- One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
- Spouses or domestic partners in the same department, division, section, or facility has the potential to create adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

If two employees who work in the same department later become spouses or domestic partners, the General Manager will attempt to transfer one spouse to a similar position in another department, division, section, or facility. Although the wishes of the involved parties as to which spouse/domestic partner is to be transferred will be considered, the General Manager retains sole discretion to determine which employee will be transferred based upon the District's needs for supervision, safety, security or morale. If any such transfer results in a reduction in salary or compensation, the

same shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal.

If continuing employment of two spouses or domestic partners who work in the same department cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one spouse from District employment. Absent resignation by one affected spouse or domestic partner, the less senior of the involved spouses or domestic partners will be subject to separation. Any such separation shall not constitute discipline and shall not be subject to any administrative appeal.

VI. COMPENSATION

VI-A. Determination of Compensation

The General Manager's salary shall be negotiated with the Board. Any other employee with an employment agreement shall have his or her rate of pay or salary established annually through negotiation with the General Manager and/or the Board in conjunction with the District's annual or mid-year budget.

Rates of pay for other employees are based on one or more of the following factors:

1. **Pay Ranges**
As established in the Salary Schedule by the Board in the Salary Resolution in conjunction with the District's annual budget, including any adjustments made thereto throughout the fiscal year.
2. **Offer of Employment, Successful Completion of Probation, Promotion, Demotion**
As established by the General Manager within the Pay Ranges in consideration of an employee's knowledge, experience, ability, current rate of pay and performance, among other factors.
3. **Cost of Living Adjustments (COLA)**
As established by the General Manager within the Pay Ranges for non-represented employees in conjunction with the District's Board approved annual budget.
4. **Memorandum of Understanding (MOU)**
As established by an MOU or similar binding agreement between the District and Union(s) representing employees of the District.
5. **Merit Increase**
A Merit Increase is advancement to a higher rate of pay in the employee's Pay Range in consideration of an individual employee's knowledge, experience, ability, and annual performance. Only employees who have successfully completed their initial probationary period are eligible for a Merit Increase. A Merit Increase is subject to and provided pursuant to the following requirements:
 - a. As part of the District's Annual and Mid-Year budgets, the Board shall determine whether to budget for a Merit Increase, and if so, the percentage amount for a Merit Increase.
 - b. Should a Merit Increase be budgeted, the percentage amount for a Merit Increase will be between 0% and 5%.
 - c. To be eligible for a Merit Increase, the employee must have a written performance evaluation during the year of performance preceding the year of the Merit Increase. In addition, the written performance evaluation must have been prepared and signed by the employee's supervisor and signed and approved by the General Manager.
 - d. Only employees who have received an Overall Performance rating of 4 or 5 on their performance evaluation shall be eligible for consideration of a Merit Increase. Eligible employees receiving an Overall Performance rating of either a 4 or 5 will receive the same percentage Merit Increase.

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- e. Employees who qualify for a Merit Increase will start receiving the authorized percentage Merit Increase in the first full pay period after approval of the Mid-Year budget.

Each year during the budget process and at such other times as determined by the Board, the Board of Port Commissioners shall determine in its discretion the rates of pay to ensure that the specified ranges are appropriate for identified positions given the duties and responsibilities of such positions. The General Manager shall bring any proposed changes to the salary schedule to the Board of Port Commissioners for consideration and approval.

VI-B. Pay Periods

District employees are paid bi-weekly by check or direct deposit every other Friday.

VI-C. Deductions

The District shall deduct from all employees' paychecks all legally required withholdings and deductions. Employees may request and authorize in writing that the District make other deductions for other voluntary programs as approved by the General Manager.

VI-D. Overtime: Fair Labor Standards Act Provision

The District is subject to applicable FLSA provisions regarding overtime compensation.

1. Non-Exempt Employees

The District as a matter of general policy does not permit employees to work overtime; however, non-exempt employees may be required to work overtime at the discretion of the General Manager.

Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized FLSA 207(k) work periods and as otherwise set forth in a MOU) in excess of their scheduled workday or forty (40 hours) in the designated seven (7) day workweek.

Non-exempt employees shall obtain authorization to work all overtime. A non-exempt employee who works unauthorized overtime may be subject to disciplinary action. Each Department shall establish procedures for obtaining authorization for overtime.

Non-exempt employees working authorized overtime shall accrue compensatory time off at one and one-half hours (1-1/2) per hour worked.

A non-exempt employee may not accrue more than 40 hours of compensatory time off at any one time.

2. Exempt Employees

Exempt Employees are not eligible to receive pay or compensatory time off for working in excess of their scheduled workday or over 40 hours per week.

VI-E. Compensatory Time Off Account

A compensatory time off account will be maintained for employees required to work on a holiday or overtime. A worksheet of this account will be included in each employee's pay envelope to assist the employee in tracking this information. The District reserves the right to correct any errors in this worksheet.

All compensatory time off accrued will be paid off at the employee's current regular rate of pay in the last pay period of each quarter, unless the employee requests to have the compensatory time carried over by submitting a request in writing to the General Manager at least seven (7) days prior to the end of the quarterly pay period. The General Manager will determine whether to allow or disallow the compensatory time to be carried over to the following quarter. In no event will time be carried over beyond one subsequent quarter.

An employee may not accrue more than 40 hours of compensatory time off.

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All compensatory hours accrued by an employee shall be paid off immediately prior to the effective date of any increase in pay.

VI-F. Performance Reviews and Appeal Procedures

Once annually at the end of each calendar year, a non-probationary employee's supervisor will prepare and sign a performance evaluation on a District form for each annual performance evaluation period. More than one performance evaluation may be provided to the employee during the course of the annual evaluation period at the discretion of the supervisor.

The annual review process is meant to be a review not only of the performance of the employee, but also of the District. Employees are in the best position to evaluate the overall effectiveness, efficiency and organization of the District, and for that reason the District strongly encourages employees to evaluate the District's performance not only in regard to personnel matters, but also with regard to its overall effectiveness, productivity, and service to the public.

1. Performance Evaluation Meeting With Supervisor

In conjunction with the written performance evaluation, the supervisor will meet with the employee to discuss the evaluation. The written evaluation shall be presented to and reviewed with the employee. The employee shall sign or otherwise acknowledge receipt of such written evaluation. During the performance review meeting, employees are encouraged to discuss his/her performance review candidly with his/her supervisor, expressing any disagreements the employee may have with the review, and provide additional information/documentation to support his/her case. If an employee who receives an overall rating of below 4 disagrees with his/her evaluation after discussion with the immediate supervisor, the employee may submit a formal, written appeal as set forth in Section 2 below. Only employees who receive an overall rating of below 4 are eligible to submit a performance evaluation appeal.

2. First Step of Performance Evaluation Appeal – Deputy General Manager / (Sr.) Business Operations Manager (“Manager”) Review

To timely appeal a performance evaluation, the employee must submit a completed Performance Evaluation Appeal Form to the Manager within fourteen (14) calendar days of the date of performance evaluation meeting with the supervisor per Section 1 above. The Performance Evaluation Appeal Form is at Appendix A.

The formal written appeal must include:

- a. Specific parts of the performance evaluation with which the employee disagrees, and an explanation of the nature and extent of the disagreement;
- b. Copy of the performance evaluation with the employee's comments; and
- c. Relevant supporting documentation.

The Manager will respond to performance evaluation appeals him/herself or designate the next most senior manager to handle the appeal. Responding to performance appraisal appeals is at the discretion of the Manager and may include some or all of the following actions:

- a. Review the evaluation, appeal, and supporting documentation.
- b. Contact the employee and/or the supervisor(s) to obtain clarification or additional information. This could be done via any means of communication.
- c. Collect additional information from other relevant sources.

Within fourteen (14) calendar days of the employee's filing of the appeal, the Manager or designee will make a recommended decision to the General Manager and inform the employee in writing with a copy to the supervisor.

3. Second and Final Step of Performance Evaluation Appeal – General Manager Review

The General Manager or his/her designee will review the recommended decision of the Manager or designee. The General Manager may, at his/her discretion, schedule a meeting with the employee and/or supervisor to discuss the basis of the appeal. The General Manager will issue a written decision to the employee, with a copy to the supervisor. The written response shall indicate one of the following:

- a. General Manager affirms the original performance evaluation;
- b. General Manager revises the performance evaluation in whole; or
- c. General Manager revises the performance evaluation in part.

The General Manager's decision is final and concludes the appeals process.

All documentation concerning the performance review and any appeal process will be included in the employee's personnel file.

VII. BENEFITS

VII-A. Insurance

1. Health and Dental

The District provides a monthly sum, as established by resolution of the Board of Port Commissioners that all Probationary and Regular employees may apply toward the cost of general health and dental insurance for themselves and their dependents. Employees may include additional coverage, both for themselves and for their dependents, at their own expense. The effective date of coverage and the terms of the coverage of the insurance plans shall be governed by those plans.

2. Life Insurance

The District furnishes and pays for group insurance for all Probationary and Regular employees, if insurable. The effective date of coverage and the terms of the coverage shall be governed by the plan. The death benefit shall be equal to the annual base earnings of the employee.

3. Long-Term Disability Insurance

The District provides long-term disability insurance coverage for all Regular and Probationary employees. The effective date of coverage and the terms of the coverage shall be governed by the policy. Once an employee is declared totally disabled pursuant to the terms of said disability insurance policy, the employee shall be eligible to receive sixty percent (60%) of his or her full salary during the 90-day "elimination period" specified in the policy. The District shall commence this payment only after the employee has utilized all sick leave, vacation time and compensatory time off to which he or she is entitled.

4. Unemployment Insurance

The District provides and pays for unemployment insurance under a program administered by the State of California, Employment Development Department. In the event of unemployment, weekly benefits are available under terms and conditions of the program.

5. Workers' Compensation Insurance

The District provides Workers' Compensation Insurance for all employees. The effective date of coverage and the terms of coverage shall be governed by the policy.

6. Vision

The District contributes monthly premiums for the vision plan for all eligible employees and their dependents. The effective date of coverage and the terms of coverage shall be governed by the plan selected by the District.

VII-B. Post-Termination Insurance Benefits (COBRA)

Insurance benefits for Probationary and Regular employees will terminate at the time the employee, for whatever reason, is no longer employed by the District. The employee may elect to continue to be covered by health and dental at his or her expense for the duration established by law, usually eighteen (18) months. The employee must request coverage in writing and remit to the District on a monthly basis the amount of the insurance premium plus a two percent (2%) administration fee.

VII-C. Retirement Plan

The District is a member of the California Public Employees Retirement System (PERS). All Regular and Probationary employees automatically become members of the System upon entry into employment with the District. Deductions from an employee's salary are made at the rates fixed by state law; however, the District may elect, by resolution of the Board of Port Commissioners, to pay all or a part of the employee's contribution to the Retirement System. Benefits are available under terms and conditions of the program. Retirement benefits are not provided to other employee classifications unless a specific employee works more than 1000 hours in a fiscal year.

VII-D. Holidays

Each full-time employee shall be entitled to only 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)
- Juneteenth (June 19)
- 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 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 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.

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1. Holiday Pay

Any non-exempt employee who is off on a holiday for any reason shall receive either one day of Holiday Pay or one day of compensatory time. The one day of Holiday Pay or one day of compensatory time is equivalent to the employee's regularly scheduled hours on the day of the holiday.

Any non-exempt employee who works a holiday as part of his or her normal workweek shall receive 1.5 times his or her base hourly rate of pay 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 of the employee's base hourly rate of pay.

Any non-exempt employee who works a holiday in addition to his or her normal workweek shall receive double-time of the employee's base hourly rate of pay for hours worked plus one day of compensatory time off.

Exempt employees shall receive one day of Holiday Pay at his or her base rate of pay for each of the approved District Holidays. If an exempt employee is required to work on any District Holiday, he or she shall receive one hour of compensatory time off for each hour actually worked on the holiday.

2. Part-time Employees

Part-time employees shall be paid at one and one-half times their base hourly rate of pay for working a Holiday.

3. Personal Holidays

Full-time and part-time employees may accrue and request to take off two paid personal holidays per fiscal year providing they have worked 750 or more hours in the preceding calendar year. The maximum personal holidays accrued and banked in the fiscal year is two. Scheduling of personal holidays will be at the discretion and with the approval of the General Manager.

VII-E. Vacation

The purpose of annual vacation leave is to enable each eligible employee to take vacation leave and return to his or her work mentally and physically refreshed. Scheduling of vacation time will be at the discretion and with the approval of the General Manager. Every effort will be made to accommodate employee vacation requests within the constraints imposed by the District's operational needs. Upon separation from service, employees will be paid for any unused accrued vacation. With approval, all employees shall be entitled to take their accrued annual vacation leave with pay as follows:

1. Accruals

Probationary employees do not accrue vacation. Upon successful completion of a probationary period, employees will be credited 80 hours of vacation time.

Full-time Regular employees with less than five (5) years of service shall accrue vacation hours at the rate of 3.08 hours per bi-weekly pay period or 80 hours per year.

Full-time Regular employees, with five (5) years of service but less than ten (10) years of service, shall accrue vacation leave at the rate of 4.6154 hours per bi-weekly pay period or 120 hours per year.

Full-time Regular employees with ten (10) years of service or more shall accrue vacation leave at the rate of 6.153 hours per bi-weekly pay period or 160 hours per year.

Regular Part-time employees accrue vacation directly in proportion to a Regular Full-Time assignment. For example, a Regular Part-time Employee who works 30 hours per week, will accrue vacation at .75 the Full-Time rate.

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Vacation Leave will not accrue during leaves of absence without pay unless required by law (e.g. military leave)

2. Maximum Vacation

The maximum vacation accrual is limited to two hundred fifty (250) hours. Employee is paid off quarterly for hours in excess of 250 hours in his or her vacation accrual bank at the employee's base hourly rate of pay. When a paid holiday falls during the period of an employee's vacation leave, that day shall not be charged against the employee's vacation accrual.

Vacation hours accrued in excess of two hundred and fifty (250) will be paid at the employee's base hourly rate of pay.

Any vacation leave payout requires that the employee have taken at least 80 hours of vacation or compensatory time off (or combination of vacation and CTO) in the calendar year immediately prior to being eligible for vacation leave payout.

VII-F. Administrative Leave with Pay

The District shall have the right to place an employee on administrative leave with full pay at any time when it is determined that the employee's or the District's best interests warrant the leave.

The employee has no right to appeal the decision to be placed on paid administrative leave.

VII- G. Sick Leave

1. Accrual of Sick Leave

Regular Full-Time employees.

Sick leave shall accrue at the rate of 3.5 hours per pay period up to a maximum accrual of 720 hours. Accrued sick leave carries over from year to year. If permitted by the District's retirement system, sick leave accrual in excess of 720 hours may be allowed for purposes of calculation of retirement benefits only.

Regular Part-Time employees.

Sick leave shall accrue at the same hourly rate of accrual for Regular Full-Time employees prorated by the number of hours worked each pay period.

In accordance with California's Paid Sick Leave law and Labor Code section 233, Part-time, Per Diem and other employees that work a minimum of thirty (30) days in a year have the following sick leave benefits:

- An employee must be employed by the Ventura Port District for ninety (90) days before being entitled to use paid sick leave;
- Sick leave will accrue at a rate of one hour for every thirty hours worked;
- Employees may take a maximum of five (5) days or 40-hours of sick leave per year;
- Unused Sick Leave will carry over to the next year to a maximum of ten six (10) days or eighty (80) 48 hours;
- An employee may only take paid sick time for a day in which s/he is scheduled to work;
- These employees shall not be eligible for "Non-Accrued Sick Leave" as provided in Section VII-G 2.

2. Use of Non-accrued Sick Leave

At the General Manager's discretion, a maximum of six (6) days of non-accrued sick leave may be granted to an employee with a physician's certification. Any non-accrued sick leave granted shall be repaid at the same rate sick leave is accrued by the employee. In the event the employee's employment is terminated or the employee separates before the non-accrued sick leave has been

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repaid, any remaining hours that have not been accrued shall be deducted from the employee's final paycheck with written authorization from the employee.

3. Sick Leave Use

In accordance with California's Paid Sick Leave law and Labor Code section 233, an employee may use one-half of their available annual accrual of sick leave in a 12-month period for one of the following reasons:

- a. diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; sibling or designated person; or
- b. for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Any additional paid sick leave provided to an employee beyond the use of one-half of their annual accrual of sick leave can only be used for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

The General Manager may require that regular full-time and part-time employees provide a physician's certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. All employees who use paid leave to address issues related to domestic violence, sexual assault, or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

The General Manager, at the District's expense, may require an employee who has been absent from work due to illness for seven (7) consecutive days to have a physical examination performed by a physician designated by the General Manager to determine the employee's fitness to return to duty.

Unless authorized by the General Manager, no more than six (6) days of accumulated sick leave credits may be allowed to an employee within any calendar year for absence from duty because of death, serious illness, or injury of members of the employee's immediate family. For the purpose of this Subsection "immediate family" shall mean the spouse, domestic partner, parent, sibling, child, grandchild, grandparent, mother-in-law or father-in-law of an employee.

Sick leave shall not be granted to any employee absent from duty due to willful misconduct on the job.

Sick leave shall not be granted to any employee absent from duty after separation from the District's service or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

Abuse of sick leave, which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined herein, shall be subject to disciplinary action.

4. Notification

Prior to Shift.

In order to request sick leave, an employee shall notify the appropriate immediate supervisor or the General Manager no later than one (1) hour after the time established as the beginning of the employee's workday.

During Shift.

An employee who becomes sick during his or her shift shall immediately notify his or her immediate supervisor to request permission to use sick leave for the remainder of the shift.

5. Sick Leave Administration

The General Manager shall be responsible for the administration of the use of sick leave.

6. Use of Sick Leave When Disabled

An employee's entitlement to receive sick leave payments shall terminate when said employee becomes eligible to receive disability payments.

7. Job Related Injury

An employee, other than those covered by Labor Code Section 4850, who receives Workers' Compensation benefits as a result of an injury suffered while working for the District is entitled to receive from the District the difference between Workers' Compensation benefits and the employer's regular pay. Any such payments will be charged first to accrued sick time, next to compensatory time off, and then to accrued vacation time.

Once all sick time and vacation time is used, the employee will receive only Workers' Compensation benefits for as long as the employee remains off the job.

Sworn Police employees covered by Labor Code Section 4850 *et seq.* will be allowed up to one-year leave of absence for an industrial injury or illness without loss of salary in lieu of disability payments, consistent with state law. The employee will continue to accrue sick leave and vacation benefits while in paid status.

8. Sick Leave on Termination

Employees who are terminated or otherwise leave the employment of the District shall receive compensation for unused sick leave, computed pursuant to section IX-G.1. "Payments Upon Termination of Employment."

VII-H. Sick Leave Bank

1. Donation Procedures

Eligible employees with more than 80 hours of accrued sick leave may transfer up to six (6) days or 48 hours of sick leave hours to the District Sick Leave Bank if the employee retains a minimum of 80 sick leave hours. These donated hours are to be given to eligible employee(s) who is/are experiencing a catastrophic illness.

A 'catastrophic illness' is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time.

Donations shall be made in writing to the General Manager.

Written donations shall include the name of the employee to receive your donated sick leave hours, if known at the time of the donation, the number of hours to be donated and signed by the donor employee.

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Sick leave hours donated will be withdrawn from the donor employee's accrued sick leave bank by the next pay period.

All sick leave hours donated are irrevocable.

2. Using Hours Donated to Sick Leave Bank

Only Regular Full-Time and Regular Part-Time employees are eligible to receive donated sick leave hours. Before receiving donated hours, the employee must exhaust his or her accumulated sick leave, comp time off and all but 40 hours of accrued Vacation Time. These employees must apply in writing for sick leave hours from the District's Sick Leave Bank. This written request must indicate that the employee has a catastrophic illness or injury, is disabled and unable to return to work as verified by an attached physician's statement.

The physician's statement must include an estimate of the time before the employee can return to full work or modified work.

If the employee is able to return to modified work the physician's statement must include all work restrictions.

If the employee is determined by a physician to be permanently disabled from work, the employee is no longer eligible to receive sick leave from the District's Sick Leave Bank.

The District, at its discretion, is entitled, at District expense, to require an employee who is receiving sick leave from the District's Sick Leave Bank to be examined by a physician mutually agreed upon by the General Manager and the employee.

VII-I. Time off to vote

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or the end of the day. The employee must request prior approval of time off to vote from the General Manager.

VII-J. Jury Duty and Court Appearances

Regular Full-Time and Regular Part-Time employees who are required to serve as a juror shall be entitled to be absent from his or her job duties during the period of such service.

Employees are required to notify their supervisor immediately to allow time for arrangements to be made to cover their duties and responsibilities while they are serving on jury duty.

Employees are required to return to work if excused from jury duty with more than one half day of their regular workday remaining.

Non-exempt employees will be paid for actual work hours missed because of time spent in jury service or court. Exempt employees will continue to receive their normal salary while on jury duty or serving as a witness in court. The District will offset from pay the amount the employee receives from the Court for jury fees.

Employees who are subpoenaed to appear in court in a case related to District business shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness in a case unrelated to District business.

VII-K. Bereavement Leave

An employee may request paid time off in the event of a death in the immediate family as defined in Section VII-G.3 "Sick Leave." The employees request will identify the deceased and his or her relationship to the deceased, the number of paid and/or unpaid days requested. The District shall maintain the confidentiality of employee bereavement leave requests, including the confidentiality of any documentation of a family member's death. Such information shall not be disclosed, except to internal personnel or counsel, as necessary, or as otherwise required by law.

Employees who have been employed by the District for at least thirty (30) days may are eligible to receive five (5) days of paid bereavement leave related to the death of a family member. If the number of days exceeds five (5) workdays, related to the death of a family member, the request will give an explanation of why those days are necessary.

The General Manager shall have discretion to grant bereavement leave with or without pay. The General Manager shall have discretion to establish the duration of Bereavement Leave. However, eEmployees who have been employed by the District for at least thirty (30) days may take up are further entitled to five (5) days of unpaid leave related to the death of a family member.

Family member means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law. Bereavement leave need not be taken in consecutive days, but the bereavement leave must be completed within three months of the date of death of the family member.

~~VII-L. Personal Leave with Pay~~

~~Considering valid reasons, the length of service with the District, employee performance and the impact to work, the General Manager may authorize an employee to use leave with pay.~~

~~Requests for leave with pay must be presented to the General Manager in writing not less than five (5) working days prior to the time off requested except under legitimate, unforeseen circumstances.~~

~~The written request must include the employee's intention to return to work. If an employee fails to return after his or her period of authorized paid leave, the employee will not be reinstated following the stipulations contained in Section VIII-B, "Job Abandonment."~~

VII-LM. Other Leaves with Pay

1. Organ Donation or Bone Marrow Transplant
Consistent with the provisions of Labor Code Sections 1508-1513, the District will grant paid time off for organ donation and bone marrow transplants.

VII-MN. Family Care and Medical Leave Policy

To the extent not already provided under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. Leave under this policy is unpaid. The following provisions set forth certain rights and obligations with respect to such leave. The rights and regulations for taking family care and medical leave are pursuant to the regulations of the California Family Rights Act ("CFRA") and Federal Family and Medical Leave Act ("FMLA"). Unless otherwise provided by law, the District will run each employee's CFRA and FMLA leaves concurrently.

1. Reasons for Leave
Leave is only permitted for the following reasons:
 - a. The birth of a child or to care for a newborn of an employee;
 - b. The placement of a child with an employee in connection with the adoption or foster care of a child;
 - c. Leave to care for a child, parent, or spouse who has a serious health condition (Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care);

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- d. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling or designated person who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
 - e. Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;
 - f. Leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;
 - g. Under the CFRA only, leave for a variety of “qualifying exigencies” arising out of the fact that an employee’s domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or
 - h. Leave to care for a spouse, son, daughter, parent, or “next of kin” who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.
2. Employees Eligible for Leave
- An employee is eligible for leave if the employee:
- Has been employed for at least 12 months; and
 - Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
 - For FMLA leave, the District directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each 20 or more calendar workweeks in the current or preceding calendar year. The work weeks do not have to be consecutive. The phrase “current or preceding calendar year” refers to the calendar year in which the employee requests the leave or the calendar year preceding this request. This criteria is not required and does not apply in order for an employee to be eligible for CFRA leave.
 - Is disabled by reason of pregnancy (i.e. no minimum eligibility period for pregnancy disability leave)
3. Amount of Leave
- Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.
- Pregnancy disability leave may be run concurrently with the employee’s 12 weeks of family leave under the FMLA.
4. Substitution of Paid Accrued Leaves
- Although family and medical care leave is unpaid, an employee may elect and the District may require an employee to concurrently use all paid accrued leaves during family and care leave as permitted by state and federal laws.
5. Minimum Duration of Leave
- If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

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If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling or the employee him/herself with a serious health condition, the minimum amount of leave that must be taken is one day. The notice and medical certification provisions of this policy must be complied with.

6. Spouses Both Employed by the District

If both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave:

1. The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
2. Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered service member are employed by the District and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.

7. Employees Benefits While on Leave

While on unpaid leave, employees will continue to be covered by the District's group health insurance to the same extent that coverage is provided while on the job.

If the employee fails to return to work after the entitlement period has been exhausted or expires, the District will no longer pay for group health insurance. The employee may continue group health insurance in accordance with section VII-B "Post-Termination Insurance Benefits (COBRA)."

8. Medical Certification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.

Family Member Serious Health Condition: Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, parent-in-law, sibling, or designated person who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, parent-in-law, sibling, or designated person and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner, grandchild, grandparent, parent-in-law, sibling or designated person. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

Servicemember Serious Injury or Illness: Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or “next of kin” of the employee, must provide written certification from a health care provider regarding the injured servicemember’s serious injury or illness. The District will verify the certification as permitted by the FMLA regulations.

Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member’s active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active-duty status in a foreign country, and the dates of the military member’s active-duty service. A copy of the new active-duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. The District will verify the certification as permitted by the FMLA and CFRA regulations.

9. Time to Provide a Medical Certification

When an employee has provided at least thirty (30) days’ notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the District within the time frame requested by the District (which must allow at least fifteen (15) calendar days after the employer’s request), unless it is not practicable under the particular circumstances to do so despite the employee’s diligent, good faith efforts.

10. Consequences of Failure to Provide a Timely or Adequate Medical Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this Policy, the District may delay the taking of FMLA/CFRA leave until required certification is provided or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

11. Intermittent Leave or Leave on a Reduced Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for a family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. “Medically necessary” means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The District may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

12. Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days’ notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s) (e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

13. Reinstatement Upon Return from Leave

- a. **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.

- b. **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
- c. **Employee's Obligation to Periodically Report on Their Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- d. **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
- e. **Reinstatement of "Key Employees":** Under the FMLA only, the District may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the District may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.

VII-~~NO~~. *Pregnancy Disability Leave*

The District shall administer Pregnancy Disability Leave and Pregnancy Accommodation in accordance with the law. An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

Upon the expiration of approved Pregnancy Disability Leave, the employee shall be reinstated to her former position or to a comparable open position if the employee's original position is abolished during the period of leave and the employee would have otherwise not been laid off. For employees being reinstated, the General Manager may require a statement from the attending physician that the employee is able to perform the essential functions of her job. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

Failure to return to work after the authorized pregnancy disability leave results in the employee having no reinstatement rights.

Employees requesting Pregnancy Disability Leave should give reasonable advanced notice of the medical need for leave, date the leave shall commence and the estimated duration of the leave.

VII-OP. Reproductive Loss Leave

The District provides eligible employees who have been employed at least thirty (30) calendar days, with Reproductive Loss Leave, as set forth in this Policy.

Reproductive Loss Leave is available to any person who would have been a parent as a result of a “Reproductive Loss Event,” which means the day of, or for a multiple-day event the final day of, a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

The following definitions apply regarding a Reproductive Loss Event:

- “Failed adoption” means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- “Failed surrogacy” means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- “Miscarriage” means a miscarriage by a person, by the person’s current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- “Stillbirth” means a stillbirth resulting from a person’s pregnancy, the pregnancy of a person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- “Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave may be taken for up to five (5) days per Reproductive Loss Event. The leave is not required to be taken consecutively, but must be completed within three (3) months of the Reproductive Loss Event, with the exception that if an employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the District will provide reproductive loss leave of up to twenty (20) days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation, as applicable.

VII-PQP. American with Disability Act (ADA) Leave/Reasonable Accommodation

In the event an employee develops a disability within the meaning of the ADA and/or applicable California state disability laws and the District is reasonably able to accommodate the limits or restrictions on that employee’s ability to work without undue hardship to the District by extending an unpaid leave, the District will do so. In any such cases, the employee must be otherwise qualified to perform the duties of any job that may be made available. In order to determine whether or not the employee’s restrictions and/or limitations can reasonably be accommodated, the District will engage in a good faith and timely interactive process. In all such cases, the District will comply with the Americans with Disabilities Act and parallel California laws.

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and
2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

If the disability or the need for reasonable accommodation is not obvious, the District may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the agency will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

VII-QQ. Personal Leave without Pay

Considering valid reasons, the length of service with the District, employee performance and the impact to work, the General Manager, where otherwise not obligated by State and Federal law, may authorize a District Regular Full-Time and Regular Part-Time employee to use leave without pay for the following reasons:

- Continuance of education or training of benefit to the District
- Public Service
- Extended illness or disability

The employee must submit a written request for Leave without Pay to the General Manager. The written request must include the reason, the duration and the employee's expected return to work date.

A Personal Leave Without Pay leave of absence without pay shall not exceed one (1) year, unless otherwise obligated by State or Federal law.

All benefits shall be suspended for the duration of the Leave without Pay, unless otherwise obligated by State or Federal law.

Dental and Health insurance may be continued if the employee pays for 100% of the District's and the employee's premiums plus a 2% administrative fee.

There is no guarantee of reinstatement at the conclusion of unpaid leave.

If an employee fails to return after his or her period of authorized un-paid leave, the employee will not be reinstated.

VII-RSR. Military Leave

Military Leave shall be granted in accordance with the requirements of State and Federal law. An employee requesting leave for this purpose shall promptly provide to the General Manager a copy of the military orders specifying the dates, sites and purposes of the activity or mission.

Within the limits of such orders, the General Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. A copy of USERRA will be given to each employee upon hire.

The Board of Commissioners may by resolution supplement military pay and benefits for employees called to Active Military Duty.

VII-SIS. Emergency Duty

Time off to perform emergency duty as a volunteer firefighter, reserve police officer or emergency rescue person unless doing so would hinder the availability of emergency services provided by the District.

VII-TUF. Legal Witness

Time off to serve as a witness in legal proceedings.

Any employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her job duties, must give his or her supervisor as much advance notice as is possible. The District will determine whether the matter involves an event or transaction in the course of the employee's District's job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The District will offset the amount from pay the employee receives for witness fees.

Any employee who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

VII-~~UVU~~. Assist Victim of Domestic Violence

Time off to seek relief to help ensure the health, safety, or welfare of a domestic violence victim or the child of such victim. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave, accrued vacation or compensatory time off.

VII-~~VWV~~. Requested School Activity

Time off to appear in an employee's child's school pursuant to the request of the school and/or to attend school or day care related activities. Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The leave is unpaid unless the employee uses vacation leave or compensatory time off.

VII-~~WXW~~. Victim of Crime

Time off related to one's status as a victim of crime, such as time off for victims of sexual assault, domestic or serious violent felonies.

VII-~~XYX~~. Attend Drug or Alcohol Rehabilitation Program

Time off related to participation in an alcohol or drug rehabilitation program.

VII-~~YZY~~. Reimbursement of Expenses

Employees shall be reimbursed for reasonable out of pocket expenses incurred while on specifically authorized District business pursuant to the Ventura Port District Expense Reimbursement Policy. Automobile mileage for privately owned vehicles shall be reimbursed at the current Internal Revenue Service approved rate except as otherwise stipulated by the Board.

VII-~~ZAAZ~~. Optional Benefit Plan

The District may provide an Optional Benefit Plan for Regular and Probationary employees. Such a program may be established by the Board and may provide certain funds for reimbursement of various personal and professional expenses incurred by the employee. A copy of the plan may be obtained from the Accounting Department.

VII-~~AABBAA~~. Full-Time Employee Incentive Pay Programs

1. Educational Incentive Pay Program:

- \$25 per pay period for full-time employees who currently possess an Associate's Degree or who obtain an Associate's degree while employed with the District. The annual on-going benefit is \$650. Employees will provide degree documentation to Accounting.
- \$50 per pay period for full-time employees who currently possess a Bachelor's Degree or who obtain a Bachelor's Degree while employed with the District. Annual on-going benefit \$1,300. Employees will provide degree documentation to Accounting.
- \$75 per pay period for full-time employees who currently possess a Master's Degree or who obtain a Master's Degree while employed with the District. Annual on-going benefit \$1,950. Employees will provide degree documentation to Accounting.

2. Bilingual Incentive Pay Program:

- \$25 per pay period for those full-time employees who test as basic/semi-fluent in reading and writing or listening and speaking at an English/Spanish level through a District designated testing program. The District will cover the cost of this testing once per year for each interested full-time employee. Participants of this incentive will be expected to provide translation services as part of their ongoing work duties. The annual benefit is \$650.
- \$50 per pay period for those full-time employees who test as basic/semi-fluent in reading and writing and listening and speaking at an English/Spanish level through a District designated testing program. The District will cover the cost of this testing once per year for each interested full-time employee. Participants of this incentive will be expected to provide translation services as part of their ongoing work duties. The annual benefit is \$1,300.
- \$75 per pay period for those full-time employees who test as fluent in reading and writing and listening and speaking at an English/Spanish level through a District designated testing program. The District will cover the cost of this testing once per year for each interested full-time employee. Participants of this incentive will be expected to provide translation services as part of their ongoing work duties. The annual benefit is \$1,950.

3. Fitness/Wellness Cost Reimbursement:

- The District shall provide to full-time employees a fitness/wellness cost reimbursement for the employee's gym and/or aquatics membership of up to \$300 per calendar year. To be eligible to receive the cost reimbursement, employees must submit a completed request for cost reimbursement form with supporting receipts/documentation and receive approval on the request from the District. The District shall have sole discretion in the approval of all requests. Employees will endeavor to submit a single completed request for cost reimbursement that covers each calendar year.

4. Notary Pay

- The District shall provide to any full-time employee who is designated by the District to sign documents as a certified Notary Public a \$25.00 notary pay to be paid in each pay period that the notary certification is maintained. The General Manager (or designee) will designate which employees shall serve as notary publics for the District. Those employees, and only those employees, are eligible to receive notary pay. Notary pay is paid whether or not any notary services were actually provided during the pay period. As a condition of receiving notary pay, designated employees are expected to be available to provide District notary public services as needed.
- A current copy of the designated notary public's license must be placed on file with the District and it is the employee's responsibility to keep the license current at all times. Expenses incurred related to becoming or maintaining certification as a notary public will be reimbursed subject to preapproval by the General Manager (or designee), submission of related receipts to the District, and review approval by the General Manager (or designee).

VIII. TRANSITION WORK ASSIGNMENT PROGRAM

The Transition Work Assignment Program (TWA) enables employees who are physically unable to perform their usual jobs to fill other important roles at the Port District. The program helps employees earn their salary while recovering from injuries or serious medical conditions and at the same time benefits the Port District by allowing the Port District to utilize its workforce efficiently and effectively.

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VIII-A. Employees Eligible to Participate

Participation is available for all Port employees who:

- Have a serious medical condition or injury, whether occupational or not.
- Can be expected to return to their usual and customary duties in a time period that does not impose an undue hardship on the Port District.
- Have medically-based temporary work restrictions from an authorized medical provider.
- Have reached Permanent and Stationary/Maximum Medical Improvement status and clarification of permanent restriction is still pending.

VIII-B. Employees Not Eligible to Participate

The Transition Work Assignment Program does not apply to employee who:

- Have reached Permanent and Stationary/Maximum Medical Improvement status and/or have permanent work restrictions. In such cases reasonable accommodations will be considered.
- Have been unable to demonstrate adequate progress toward performing usual and customary duties. In such cases, reasonable accommodations will be considered.

VIII-C. Employee Participation

Employees participating in the Transitional Return to Work Program:

- Will meet with the supervisor who will explain the program, their responsibilities and help monitor progress toward recovery.
- Will be assigned transitional work that can be performed safely and in compliance with the restrictions assigned by the doctor.

Transitional work assignments are not the employee's regular duties, they are temporary assignments or modifications to regular duties and generally limited to not more than ninety-(90) days. Extensions of the 90-day limit will be considered in cases where it appears that the extension would be consistent with the goals of the program. (For example, where the employee cannot get treatment within the 90-day time frame, but it does appear that they have a treatable condition and will be able to return to their usual and customary duties within a reasonable time frame). If the District is unable to continue the transitional work assignment for the employee after ninety (90) days, then the District will engage in the interactive process with the employee to consider any other reasonable accommodations.

Transitional work assignments are varied so employees with a wide variety of physical restrictions can participate.

Ideally, transitional work assignment will become more physically demanding as the employee's medical status improves.

Within the limits noted by the employee's physician, employees will be assigned to work as closely as possible to their normal schedule.

Employees may be assigned to a temporary supervisor while in the program; however, their regular supervisor will also follow their progress.

Employees will be expected to report on time to their assigned work location and to follow applicable time and attendance procedures.

Employees in the TWA will be paid their usual rate of pay but will generally not be eligible for overtime.

All applicable Port District policies and procedure apply to employees in a TWA.

Collective bargaining agreements remain in effect during a TWA.

VIII-D. Employee Responsibilities

Employees participating in the TWA are responsible to:

- Perform transitional work tasks as assigned
- Notify transitional and regular supervisor of any change in address/phone number.
- Attend all medical appointments necessary to assist in recovery.
- Keep the treating physician informed of task assignments and progress in returning to the employee's usual and customary job.
- Work within the restrictions set by the employees treating physician. If the employee believes he/she cannot perform the tasks assigned, immediately notify the transitional supervisor.
- Report workplace injuries to their designated supervisor as soon as possible in accordance with established procedures.
- Keep required licenses, etc. up-to-date for return to their usual and customary job.

IX. SEPARATIONS FROM SERVICE

Employees may be separated from service through voluntary resignation, job abandonment, dismissal or layoff.

IX-A. Voluntary Resignation

An employee wishing to resign from the District in good standing shall submit a written letter of resignation as soon as possible before the effective date of resignation. A resignation becomes final when accepted in writing by the General Manager. Once the General Manager has accepted a resignation in writing, it is final and cannot be withdrawn. If the employee fails to give reasonable notice in light of the circumstances surrounding the resignation and the nature of employee's position, that failure may be cause for denying future employment with the District.

IX-B. Job Abandonment

An employee is considered to have resigned from his/her position if the employee is absent for five (5) consecutive workdays without prior authorization and without notification during the period of absence. No later than the third working day of unauthorized absence, the supervisor shall contact the employee by telephone or other means if possible or by overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within two (2) workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, arrest/detention, or mental or physical impairment that prevented notification. Employees have no right to a post-separation appeal if deemed to have resigned as a result of job abandonment.

IX-C. Dismissal

All District employees not employed on an at-will basis that are to be dismissed are entitled to the rights and procedures set forth in Section X-C, "Disciplinary Appeal Procedure."

All other employees may be dismissed at will, with or without cause, and do not have any of the rights set forth in Section IX-C, "Disciplinary Appeal Procedure."

IX-D. Layoff

Whenever in the judgment of the Board, a reduction in personnel is necessary because of lack of work, lack of funds, or whenever advisable in the interests of economy, an employee may be laid off or demoted for non-disciplinary reasons.

1. Notice of Layoff

Employees to be laid off shall be given, whenever possible, at least twenty-one (21) calendar days prior notice. The written notice of layoff shall include: (a) the reason(s) for the layoff, (b) the fact that the employee may have rights to accept demotion in lieu of layoff; (c) the effective date of the layoff, (d) the seniority considerations taken into account concerning those to be laid off, and (e) information regarding the likelihood of possible reinstatement.

2. Layoff by Seniority

Employees shall be laid off in the inverse order of their seniority in their classification. Seniority shall be determined based upon the length of employment in the affected classification or promotion to the classification and higher classifications. A lay off out of the inverse order of Seniority may be made if, in the General Manager's sole judgment, retention of special job skills is required. 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, the selection of the employees to be laid off will be decided by lottery.

3. Demotion in Lieu of Layoff and Displacement

The General Manager may choose to demote employees in lieu of layoff when possible and under the appropriate circumstances. Employees in lower positions may be subject to displacement by demoted senior employees in the event of layoff. Employees in lower positions will be displaced in inverse order of their length of employment in the position.

4. Appeals Procedure for Layoffs

Employees may appeal to the Board in writing within thirty (30) days after receiving notice of layoff on the ground that the required procedure had not been complied with, that the layoff was made in pretextual and/or discriminatory manner or was otherwise improper. Within thirty (30) days after such written appeal is filed, the Board or a committee of the Board may hold such hearing or investigation as it deems necessary. The Board's decision is final.

5. Re-Employment Rights for Laid-off Employees

Regular Full-Time and Regular Part-Time employees, who have received a satisfactory or better evaluation for the 12 months prior to lay off, have completed their probationary period and who have been laid off, shall be automatically placed on a re-employment list for one (1) year for the classification from which they were laid off. The employee may be rehired should the position be reinstated within one (1) year of the effective date of the layoff or a new position be created within one (1) year which requires substantially the same duties.

IX-E. Reinstatement

A regular employee who has resigned, or has otherwise separated while in good standing, may be considered for reinstatement, upon recommendation of the General Manager, to a position in the former employee's classification for a period of one year after resignation or separation. The employee shall be reinstated to the salary range or step held at the time of resignation or separation and shall receive a new anniversary date that shall be the first date of employment upon reinstatement. The employee will serve a new probationary period.

IX-F. Re-Employment

The names of regular employees who have been laid off shall be placed on a re-employment list in the order of their seniority in the classification from highest to lowest. The names of these employees shall remain on this list for a period of one year unless such person is re-employed sooner. The employee must be declared "fit for duty" by a physician of the District's choosing before being considered for re-employment.

As a vacancy within the classification becomes available, the name appearing at the top of the list shall be selected to fill the vacancy.

An employee who is selected from the list to fill the vacancy and refuses the assignment, shall be taken off the list and will not be considered further for re-employment.

Employees who are demoted as a result of a layoff shall have their names placed on a classification re-employment list in order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

IX-G. Payments Upon Termination of Employment

Upon termination of employment, and after the employee has returned all property belonging to or issued by the District, the employee shall receive termination pay as follows:

1. Any unused sick leave, up to 720 hours, will be paid at the following rate:
0 through 5 years of service - 12.5%
6 through 10 years of service - 25%
After 10 years of service - 37.5%
2. Unused compensatory time, up to 40 hours, will be paid at 100% at the employee's regular rate of pay.
3. Unused vacation time, up to 250 hours, will be paid at 100% at the employee's current base hourly rate.
4. Severance pay when specifically authorized by the Board.

X. DISCIPLINARY ACTION

X-A. Grounds for Discipline

Grounds for Discipline include, but are not limited to the following:

- ~~1. Fraud in securing employment or making false statement on an application for employment.~~
1. The conviction of either a misdemeanor involving moral turpitude, or a felony shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. The General Manager may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
2. A D.U.I. conviction shall be handled in accordance with the District's Drug-Free Workplace Policy but may be grounds for dismissal if the employee's position requires the operation of District vehicles and the employee is deemed to be "uninsurable" by the District's insurance carrier.
3. Activity, which has as its goal the overthrow of government.
4. Unlawful discrimination or harassment on the basis of race, religious creed, color, national origin, medical condition, ancestry, physical handicap, marital status, actual or perceived sexual orientation, gender, age, or any other protected classification against the public or other employees, while acting in the capacity of a District employee.
5. Sexual Harassment or other Harassment or Discrimination based on a Protected Classification.
6. Bullying/Abusive Conduct: Aggressive behavior which is intended to physically or psychologically harm or intimidate another person.
7. Retaliation against any other employee or member of the public who in good faith reports, discloses, divulges, or otherwise notifies an appropriate authority regarding a suspected violation of any law which occurs on the job or is directly related to employment with the District.
8. Refusal to subscribe to any order or affirmation, which is required by law in connection with District employment.
9. Fraud in securing employment or making false statement on an application for employment.
10. Dishonesty involving employment.

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- 4-11. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation of an employee for the performance of his or her official duties.
12. Making false or malicious statements concerning any employee, the District or the District's policies or practices.
- ~~5-1. Possession of a gun, rifle, crossbow, or other dangerous weapons while on duty and/or on District property when not required by job duties.~~
- ~~6. Incompetence.~~
- 7-13. Unsatisfactory performance, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.
- 8-14. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.
- 9-15. Disobedience: The willful failure to comply with the legal and appropriate orders or directions of a person in a supervisory position.
- 10-16. Insubordination or insulting or demeaning the authority of a supervisor or manager.
17. Lack of self-restraint.
18. Incompetence.
19. Improper or unauthorized use of District property.
20. Misuse of District property.
21. Inattention to duty or negligence in the care and handling of District property.
22. Any willful act or conduct undertaken in bad faith, either during or outside of the duty hours, which is of such a nature that it causes discredit to the District or the employee's Department.
23. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies, which may be prescribed by the District.
- ~~11-24. Dishonesty involving employment.~~ Engaging in any of the drug related conduct forbidden pursuant to Section XIII, "Drug-Free Workplace" of this Manual. For example, bBeing under the influence of or in possession of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs while on duty which could impact the employee's ability to do his or her job. The provisions of section XIII – Drug Free Workplace will be followed prior to possible termination.
- ~~12-1. Lack of self-restraint.~~
- 13-25. Absence without authorized leave or unexcused tardiness
- 14-26. Excessive absenteeism or inexcusable absence without leave.
- 15-27. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
- 16-28. Failure to observe safety precautions.
- ~~17-1. Improper or unauthorized use of District property.~~
- ~~18-1. Misuse of District property.~~
- ~~19-1. Inattention to duty or negligence in the care and handling of District property.~~
- ~~20. Any willful act or conduct undertaken in bad faith, either during or outside of the duty hours, which is of such a nature that it causes discredit to the District or the employee's Department.~~
29. Possession of a gun, rifle, crossbow, or other dangerous weapons while on duty and/or on District property when not required by job duties.
- ~~21-1. Unlawful discrimination or harassment on the basis of race, religious creed, color, national origin, medical condition, ancestry, physical handicap, marital status, actual or perceived sexual orientation, gender, age, or any other protected classification against the public or other employees, while acting in the capacity of a District employee.~~
- ~~22. Retaliation against any other employee or member of the public who in good faith reports, discloses, divulges, or otherwise notifies an appropriate authority regarding a suspected violation of any law which occurs on the job or is directly related to employment with the District.~~
- ~~23. 22. Engaging in any of the drug related conduct forbidden pursuant to Section XIII, "Drug-Free Workplace" of this Refusal to subscribe to any order or affirmation, which is required by law in connection with District employment.~~
- 24-30. Violation of the rules and regulations enacted or prescribed by the District, Department or Section.
- 25-31. Outside employment not specifically authorized by the General Manager.

~~26.26. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation of an employee for the performance of his or her official duty. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies, which may be prescribed by the District.~~

~~27.32. Improper political activity on duty. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county, or municipal elections while on duty and/or during working hours or in a District uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.~~

~~28. Working overtime without authorization.~~

~~33.~~

~~20.1. Making false or malicious statements concerning any employee, the District or the District's policies or practices.~~

~~30.1. Sexual Harassment or other Harassment or Discrimination based on a Protected Classification.~~

~~31.1. Bullying/Abusive Conduct: Aggressive behavior which is intended to physically or psychologically harm or intimidate another person.~~

X-B. Procedures for Taking Disciplinary Action

1. At-will employees

All District employees are employed on an at-will basis unless otherwise expressly provided for in an applicable collective bargaining agreement, employment contract, the District Commission's governing statutes, or another part of these rules. All District employees employed on an at-will basis may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.

2. All other employees

The following discipline procedures only apply to District employees not employed on an at-will basis. The following discipline procedures apply only to suspension without pay for three (3) days or more, demotion, reduction in pay, ~~or dismissal, or any combination thereof.~~

~~The following discipline procedures only apply to District employees not employed on an at-will basis. All District employees are employed on an at-will basis unless otherwise expressly provided for in an applicable collective bargaining agreement, employment contract, the District Commission's governing statutes, or another part of these rules. All District employees employed on an at-will basis may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.~~

~~The following discipline procedures apply only to suspension without pay for three (3) days or more, demotion, reduction in pay, or dismissal.~~

a. "Business Day"

A "Business Day" is any day the District is open to the public, i.e. any day except Saturdays, Sundays and legal holidays recognized by the District.

b. "Skelly" Notice of Intended Disciplinary Action

Whenever the appropriate authority intends to suspend an employee for three (3) days or more, demote the employee, reduce the employee in pay or dismiss the employee, the appropriate authority or his designee shall give the employee a written notice of discipline which sets forth the following:

i. The level of disciplinary action intended;

ii. The specific charges upon which the intended discipline is based;

iii. A summary of the facts upon which the charges are based;

iv. A copy of all written materials, reports, or documents upon which the intended discipline is based;

v. Notice of the employee's right to respond to the General Manager or his designee regarding the intended discipline within fifteen (15) business days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;

- vif. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed; and
- viig. Notice of the employee's right to have representative of his or her choice at the *Skelly* conference.

The General Manager or his or her designee has the authority to place an employee on paid administrative leave during the District's investigatory process and up to imposition of discipline. Placement on paid administrative leave is not a disciplinary action. While on paid administrative leave an employee will continue to receive pay and benefits.

c. ~~e-c.~~—Response by Employee and *Skelly* Conference

After receiving the affected employee's response to the Notice of Intended Disciplinary Action, the General Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The General Manager or designee will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.

d. Final Notice of Disciplinary Action

After the *Skelly* conference and or timely receipt and consideration of the employee's written response, or the expiration of the employee's time to respond to the notice of intent, the General Manager or designee shall:

- ia. Dismiss the notice of intent and take no disciplinary action against the employee; or
- iib. Modify the intended disciplinary action; or
- iie. Prepare and serve upon the employee a final written notice of disciplinary action.

The final notice of disciplinary action shall include the following:

- ia. The level of disciplinary action taken;
- iib. The effective date of the disciplinary action taken;
- iie. Specific charges upon which the discipline is based;
- ivd. A summary of the facts upon which the charges are based;
- ve. A copy of all written materials, reports and documents upon which the disciplinary action is based; and
- vif. A reference to the employee's appeal right.

X-C. Disciplinary Appeal Procedures

District employees subject to disciplinary action have certain rights of appeal within the Ventura Port District. These appeal rights are in addition to any other rights that may be provided by statute or other law.

1. Peace Officers Bill of Rights

The current Peace Officers Bill of Rights is applicable to any District employee who is designated as a Peace Officer.

2. ~~RR~~ Request for Appeal Hearing before a Subcommittee of the Board

After receiving the final decision of the General Manager or designee, the employee may submit a written request for an appeal hearing before a subcommittee of the Board within fourteen business (14) days from receipt of the final notice of discipline. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline. The subcommittee of the Board must grant the affected employee a hearing in a contested disciplinary action. Hearings may be held by the subcommittee of the Board or by any authorized representatives. The

subcommittee or any authorized representative shall render a final written decision, which in its judgment is just and proper.

3. Conduct of Hearing

At the hearing before the subcommittee of the Board or authorized representatives, both the District and the employee shall be entitled to present evidence tending to support their position. That evidence may be in the form of documentary evidence, or the testimony of witnesses, under oath, be that testimony either live or by affidavit. Both the District and affected employee shall have the right to have legal representation at the hearing.

XI. GRIEVANCE PROCEDURES

If a represented employee group has negotiated a Memorandum of Understanding or Collective Bargaining Agreement with grievance procedures included, those grievance procedures will take precedence over these procedures for the employees covered by that MOU or CBA.

XI-A. Definition of Terms

A "grievance" is a written allegation by an employee, submitted as specified in these policies, claiming an alleged violation(s) of a specific provision of the Human Resources Manual, MOU, CBA or other District policy. In most cases, an employee must exhaust the internal remedies before seeking other methods of review that might be provided by law. A grievance does not apply to the following:

- To appeal any action taken per Section X-C, Disciplinary Appeal Procedure;
- For resolution of complaints;
- To grieve items identified in section II as "Management Rights";
- In cases of oral reprimand;
- To challenge job assignments;
- To challenge promotional examinations or appointments.

A "Business Day" is any day the District is open to the public, i.e. any day except Saturdays, Sundays and legal holidays recognized by the District.

XI-B. Grievance Process

1. Filing a Grievance

Within ten (10) business days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must file a formal written grievance with his or her supervisor or with the General Manager if appropriate. This time limit shall be strictly adhered to. Any grievance filed more than ten (10) business days from the date the employee knew or should have known of the act or omission giving rise to the incident shall be rejected and will not be processed further. The parties may extend time limits by mutual consent.

In filing a grievance, the employee must state each of the following:

- The specific section of the Human Resource Manual, MOU, CBA or other District policy allegedly violated, misinterpreted or misapplied;
- The specific facts regarding how the alleged violation, misinterpretation or misapplication occurred;
- The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
- What documents, witnesses or other evidence support the employee's position;
- The remedy requested;
- The identity of the individual representing the employee, if employee is not representing himself or herself.

While a formal grievance is pending, the employee is expected to continue to perform job functions and conduct himself or herself in a manner so as not to disrupt the conduct of business within the District, and, if at all possible, not to let the existence of the grievance interfere with productivity.

2. The Grievance Steps

Step 1 Resolution with Supervisor: The immediate supervisor shall meet and review the grievance with the employee and respond to the employee in writing within five (5) business days from the date of the meeting.

Step II General Manager: If the employee believes that the grievance has not been resolved through Step I, the employee may appeal to the General Manager. The General Manager shall meet and review the grievance appeal with the employee and respond in writing to the employee within thirty (30) days from the date of the meeting.

If the Grievance involves the General Manager, the Board of Port Commissioners shall appoint a sub-committee to meet and review the grievance with the employee and respond in writing to the employee within thirty (30) days from the date of the meeting.

Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition.

3. Limitations on the Decisions of Those Hearing Employee Grievances

Those designated to hear employee grievances shall neither add to, detract from, nor modify the language of the District rules or policies in considering the issues brought to them.

The written response shall be confined to the precise issues raised and submitted by the grievant.

Any monetary award granted to the grievant is limited to lost wages or benefits measured from the date of the grievance forward. No other monetary award shall be granted.

XII. POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

The Ventura Port District has a strong commitment to prohibiting and preventing discrimination, harassment, and retaliation in the workplace. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment, and retaliation. The District encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Retaliation against any individual for making a complaint, or for participating in a discrimination or harassment investigation, is also improper and constitutes a violation of the policy. Any discrimination, harassment or retaliation which violates this policy will not be tolerated.

The individuals covered by this Policy are: applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of employment, internships, and volunteer opportunities, including but not limited to, selection hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

Employees who violate this policy may be subject to disciplinary action up to and including termination.

XII-A. Definitions

1. Protected Classification

This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age (40 and over), sexual orientation, gender expression, gender identity, military or veteran status, reproductive health decision making, or any other basis protected by law. This Policy prohibits discrimination, harassment, or retaliation because: 1) of an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

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2. Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: making a request for or receiving an accommodation for a disability; making a request for or receiving accommodation for religious beliefs or practices; making or supporting a complaint under this Policy; opposing violations of this Policy; or participating in an investigation pursuant to this Policy.

3. Harassment

Harassment can consist of virtually any form or combination of verbal, physical, visual, or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following types of behavior that are taken because of a covered individual's actual or perceived protected classification:

- a. Verbal: Inappropriate or offensive remarks, slurs, jokes, or innuendoes based on actual or perceived race, gender, religious creed, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, gender identity, genetic information or any other basis protected by Federal, State or local law. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy, sexual orientation, unwelcome flirting or propositioning; demands for sexual favor; verbal abuse, threats or intimidation, or patronizing or ridiculing statements that convey derogatory attitudes about a particular person in a protected category.
- b. Physical: Inappropriate or offensive touching, assault, impeding or blocking movement, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures.
- c. Visual or Written: The display or circulation of offensive or derogatory visual or written material related to race, sex, religious creed, national origin, ancestry, disability, medical condition, marital status, age, gender identity, genetic information, sexual orientation, or any other basis protected by Federal or State law. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, e-mail, computer graphics or electronic media transmission.
- d. Environmental: A work environment that is permeated with sexually oriented talk, innuendo, insults, or abuse. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work. A hostile work environment may also be created by the above-described behavior directed toward employees in other categories protected by state and federal non-discrimination laws. As with sexual harassment, these types of harassing behaviors are prohibited.

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcomed sexual relationship may change with the result that sexual conduct that was once welcomed becomes unwelcome and harassing.

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Harassment, sexual or otherwise, is not within the course and scope of an individual's employment with the District.

4. Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

5. Retaliation

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

XII-B. Prohibited Supervisory or Managerial Behavior

No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment in the Ventura Port District on the applicant or employee's acquiescence to any of the behavior defined above.

No supervisor, manager, or other authority figure may retaliate against any applicant or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.

VII-C. Behavior Prohibited by All Persons

No supervisor, manager or any other District employee shall create a hostile or offensive work environment for any other person by engaging in any discriminatory or harassing behavior or by tolerating it on the part of any employee of the District.

No person in the District may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation proceeding or hearing conducted by an authorized investigator.

No person shall destroy evidence relevant to an investigation of discriminatory harassment.

XII-D. Obligations of Supervisors/Managers

Supervisors and Manager shall take all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.

Supervisors and Managers shall receive complaints in a fair and serious manner, and documenting steps taken to resolve complaints and follow up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.

A copy of this policy shall be provided to all employees of the District, as well as displayed in prominent locations throughout the District.

A copy of the information sheet on sexual harassment prepared by the Civil Rights Department is available to all District employees upon request.

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The District shall periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification shall occur through the normal channels of communication.

The District shall make available upon request information from the Civil Rights Department and the Equal Employment Opportunity Commission on the procedures for filing claims of sexual harassment with these entities.

A copy of this Discrimination and Harassment Policy shall appear in any District publication that sets forth the comprehensive rules, regulations, procedures and standards of conduct for employees.

Employees of the District shall receive periodic training on this policy.

XII-E. Complaint Procedure for Discrimination or Harassment

1. Obligations of All Employees

All employees of the District should immediately report any conduct that they believe violates the District's discrimination, harassment or retaliation policies based on actual or perceived race, religious creed, gender, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, gender expression, gender identification or any other protected classification. This includes conduct they personally experience or directly observe, whether or not the employee who is the object of the conduct reports the conduct. This also includes conduct by non-employees, such as tenants, contractors, the Board of Port Commissioners, sales representatives or vendors.¹

Employees should immediately report the conduct to their supervisor, manager, any other manager or the General Manager. Under no circumstances shall employees of the Ventura Port District who believe they have been the victims of discrimination, harassment or retaliation be required to first report that harassment to a supervisor or other authority figures if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any supervisor, manager, department head or the General Manager. If the subject of the discrimination, harassment or retaliation is the General Manager, the employee should bring the conduct to the attention of any Board member who shall forward the information to the Chair of the Board.

All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the District or its agents.

2. Responsibilities of Supervisors or Management

Any supervisor, manager or Department Head who receives a complaint regarding discrimination, harassment or retaliation shall immediately report it to the General Manager or a Board Member if appropriate.

Under no circumstance shall a supervisor, manager Department Head or other authority figure retaliate in any way against an employee who has made a complaint or who has provided information as a witness to an incident of alleged discrimination or harassment.

All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claim of alleged discrimination or harassment.

XII-F. Investigation/Corrective Action

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint -- orally or in writing -- to any supervisor, manager, or department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment

¹ The District's employees must understand that the District cannot prevent members of the General Public from exercising their First Amendment Rights to Free Speech, which includes the right to swear and be disrespectful.

complaint should immediately notify the General Manager. Upon receiving notification of a harassment complaint, the General Manager will authorize an investigation or conduct an investigation of the complaint. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.

The person designated to investigate shall immediately report in writing the findings of fact to the General Manager. The General Manager will determine whether the policy has been violated and communicate the conclusion to the complainant.

Disciplinary action shall be decided in accordance with the Ventura Port District policy and after consultation with the General Manager.

XIII. EMPLOYEE CONDUCT AND RESPONSIBILITIES

XIII-A. Conduct

District employees are expected to conduct themselves at all times in a manner which will reflect favorably on the District, and which engenders the respect of the public. Employee conduct includes their actions as well as any form of communication, including but not limited to verbal, electronic, and social media.

XIII-B. Job Responsibilities

Employees are expected to be prompt in reporting to work and are further expected to carry out their job duties conscientiously until the end of their shift. As an integral member of the District, every employee should actively seek out ways to improve their job performance, as well as to improve the overall efficiency and effectiveness of the District.

XIII-C. Care of Equipment

District employees must respect District equipment and guard against misuse, abuse, and waste of District supplies, equipment, and other property.

XIII-D. Use of District Equipment Prohibited

Personal use of District equipment is prohibited. Employees are expected to avoid any use of District equipment or communication with District equipment, which is unrelated to District business, destructive, wasteful, or illegal. No employee shall allow any unauthorized person to rent, borrow, or use any Port District equipment.

XIII-E. Personnel Records

Employees must notify the personnel office of any change in information contained in their personnel records, including, but not limited to changes of name, address, marital status, and emergency contacts.

XIII-F. Employee Dress Code

The District has adopted the following standards of dress for its employees:

- All clothing must be neat, clean and in good repair.
- Prescribed uniforms and safety equipment must be worn where applicable;
- Footwear must be appropriate for the work environment and functions being performed;
- Hair must be neat, clean and well groomed;
- Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion;
- Jewelry is acceptable except in areas where it constitutes a health or safety hazard;
- Good personal hygiene is required;
- Dress must be professionally appropriate to the work setting, particularly if the employee deals with the public;

The General Manager will serve as the final authority on the appropriateness of dress.

XIII-G. Outside Employment

Full-time employees of the District are expected to devote to the District the hard work and commitment that public service demands. As such, the District generally expects its employees to limit their employment efforts to the District alone and not to seek or accept outside employment. However, those employees wishing employment with another employer concurrently with their employment with the District may petition the General Manager for permission to accept outside employment. If the General Manager determines that the outside employment will not interfere with the employee's ability to carry out his or her District responsibilities and that such employment will not impact negatively on the employee's efficiency or commitment to the District, the General Manager may grant written approval for such outside employment. Additionally, the General Manager will determine whether the outside employment presents a conflict of interest for the employee and may deny permission for outside employment should a conflict of interest arise.

In the event that approval is given, the District may at any time revoke that approval if it becomes evident that the outside employment is affecting the employee's job performance with the District, putting that employee at risk for potential injury or creating a conflict of interest.

XIII-H. Violations and Penalties

Any violation of the provisions contained in the policy on use of District property or unauthorized outside employment constitutes sufficient grounds for disciplinary action, up to and including dismissal.

XIII-I. Smoking

In order to maintain a safe, comfortable working environment and to ensure compliance with applicable laws, smoking in District offices and facilities is strictly prohibited. Employees shall not smoke within twenty feet of any entrance or window of a District workplace. Employees may not smoke in any District vehicle or vessel. If an employee observes a non-employee smoking in an enclosed workplace, the employee shall request, when appropriate, that the non-employee who is smoking refrain from smoking in the enclosed workplace. Because the District may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in a non-smoking area will be subject to disciplinary action.

XIII-J. Safety

Employee safety is a top priority at the Ventura Port District. All employees are expected to take every necessary precaution to ensure a safe work environment and to avoid injury both to themselves as well as to others. Any unsafe working conditions or accidents on the job must be reported to a supervisor immediately, regardless of extent. The District shall furnish each employee appropriate personal safety equipment that shall be used by the employee when conditions warrant or when directed by a supervisor.

XIV. DRUG FREE WORKPLACE

XIV-A. Policy and Purpose

It is the policy of Ventura Port District to create a drug free workplace in keeping with the spirit and intent of the Drug Free Work Place Act of 1988. The use of alcohol and/or controlled substances in the workplace is inconsistent with the behavior expected of District employees and subjects all employees, residents and visitors to unacceptable safety risks, and undermines the District's ability to operate effectively and efficiently.

The Ventura Port District has established this Substance Abuse Policy to provide the greatest degree of protection possible to the public and to District employees. The purpose of this policy is to:

- Establish and maintain the District's high level of achievement in providing a safe and healthy working environment for all employees;
- Ensure worker fitness for duty and protect our employees and the public from risks posed by the use of alcohol and/or controlled substances;
- Reduce accidental injury to persons or property and the additional costs, including medical expenses, associated with such accidents and injuries;

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- Ensure the safe and efficient performance of employee duties, to promote productivity, and reduce absenteeism and tardiness and other areas of unacceptable job performance; and
- Cooperate with the rehabilitation of those employees who seek such help.

The District recognizes that drug, alcohol and other controlled substance abuse of employees in the workplace is a serious and growing problem of nation-wide proportions. The District is taking this opportunity to reaffirm its commitment to a drug and alcohol free workplace.

The District's policy is designed to promote a drug-free workplace and to comply with applicable state and federal laws. In recognition of the public service responsibilities entrusted to District employees, and because drug and alcohol usage can hinder a person's ability to perform duties safely and effectively.

XIV-B. Applicability

As a condition of employment, all employees are required to comply with all applicable personnel policies and rules.

This substance abuse policy applies to all District employees.

This policy applies at all times while District employees are on District premises, performing District-related business elsewhere or temporarily off-District premises with an expectation to return to the workplace.

This policy applies to use of prohibited substances by District employees while off-duty and off-premises, to the extent that such employees engage in conduct prohibited by this policy and such conduct tends to create a risk to persons or property, or to District efficiency upon the employee's return to work.

[Notwithstanding any provision of this Manual, pursuant to California Government Code § 12954, members may not be discriminated against for their use of cannabis while off duty and away from the job site. However, members shall not report for duty while under the psychoactive effects of cannabis.](#)

XIV-C. Definitions

1. Alcohol

The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.

2. Drug or Drugs

Any controlled substance that is not legally obtainable under State or Federal law, or a prescription drug obtained or used without benefit of a prescription by a licensed physician.

3. Prescription Drug

Any substance that can lawfully be obtained or possessed pursuant to a prescription by a licensed physician.

4. Prohibited Substances

As used in this policy, "prohibited substances" include, but are not limited to, the following:

- Drugs: ~~marijuana~~ tetrahydrocannabinol ("THC"), amphetamines, cocaine, opiates, and phencyclidine.
- Illegal Mental and Mind-Altering Substances.

5. Regulated Substances

Alcohol: The use of beverages or substances, including any medication containing alcohol, such that it is present in the body at a level in excess 0.02% while actually performing, ready to perform, or immediately available to perform any District business, is prohibited.

Prescription and over-the-counter medications: Medications shall only be used for their designed purposes. An employee who is taking a medication that may cause drowsiness or impair motor function shall report its use to his or her Supervisor. If the employee feels that the medication is affecting his or her ability to perform his or her job, or the employee's supervisor has reasonable concern that the medication is affecting the employee's ability to perform his or her job, the employee shall request sick leave, if available, and leave the premises. The employee shall not be subject to disciplinary action.

6. Safety-Sensitive Position

Safety sensitive jobs are those that have public safety implications including, but not limited to, peace or safety officer positions, any position requiring the use of a Class "A" or Class "B" commercial driver's license, any position involving the transport of hazardous materials and requiring a hazardous materials endorsement on their driver's license, or any position involving the operation of a boat or other motorized watercraft. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety sensitive functions.

XIV-D. Prohibited Conduct

1. Possession, Use, Manufacture and Trafficking

No employee shall engage in the unlawful manufacture, distribution, dispensing, possession, receipt, sale, purchase or use of a prohibited substance or alcohol on District premises, in District vehicles, or while conducting District business off the premises.

2. Drug Paraphernalia

Except for medically approved purposes, no employee shall engage in the possession, distribution, sale, manufacture or use of drug paraphernalia normally used for consumption or use of controlled or prohibited substances on District premises, in District vehicles, or while conducting District business off the premises.

Possession or use of needles will be permitted for medically approved purposes, i.e., the administration of insulin for a person with diabetes. The employee must submit a written memo to the General Manager requesting permission to possess needles for medically approved purposes. The employee shall use and dispose of said needles in a medically safe manner.

3. Impairment

All employees are prohibited from being under the influence of alcohol or other prohibited substances during working hours. The use of prescription drugs is prohibited in the workplace by any person other than the person for whom they are prescribed. Such drugs will be used only in the manner, combination and quantity prescribed. The employee shall advise their supervisor prior to operating machinery, vehicles or equipment that they are taking such medication. Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or otherwise not fit for duty due to substance abuse shall be removed from their duties and be required to undergo a reasonable suspicion test for alcohol or drugs, as hereinafter provided.

4. Alcohol

No employee may report for duty or remain on duty when his or her ability to perform assigned function is adversely affected by alcohol or when it has been determined by a District designated lab or a certified testing facility that his or her breath alcohol or blood alcohol concentration is 0.02% or greater. No employee with a commercial vehicle driver's license, who has a 0.01 breath alcohol concentration or greater, may operate a commercial vehicle, and if a driver does, he or she must be out of service for 24 hours. No employee shall use alcohol while on duty or while performing safety sensitive functions. No safety sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he or she is on call. Violation of this provision is prohibited and will subject the employee to removal from duty and referral to a Substance Abuse Professional ("SAP") as defined in section XIII-F "Employee Assessment".

XIV-E. Testing for Prohibited Substances and Alcohol

1. Testing Procedures

Analytical urine-controlled substance testing and breath testing for alcohol will be conducted in accordance with established industry standards at a District-designated laboratory or a certified testing facility. All employees shall be subject to testing prior to employment (drug testing only), based on reasonable suspicion by a Supervisor trained in drug and alcohol recognition, verified by a second trained Supervisor if one can be obtained within 15 minutes; and following a serious accident. All employees will also be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests as determined by a SAP. Safety sensitive employees who perform safety sensitive functions shall also be subject to testing on a randomly selected, unannounced basis, in addition to the testing outlined above.

Testing shall be conducted in the manner designed to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which meet all applicable standards. All testing will be conducted consistent with procedures, as established by the laboratory, and consistent with industry standards and any applicable state and federal law. The prohibited substances that will be tested for include ~~marijuana~~ tetrahydrocannabinol ("THC"), cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory gas chromatography/mass spectrometry (GC/MS) test will be performed. The test will be considered positive if the prohibited substance levels present are above the minimum thresholds established in guidelines published from time to time by the Department of Transportation.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test for safety-sensitive employees indicates an alcohol concentration of 0.02 % or greater, a confirmation test will be performed at a District designated laboratory to confirm the results of the initial test. An employee who has a confirmed alcohol concentration above 0.00%, but less than 0.02%, will be removed from his or her position for at least twenty-four hours unless a re-test results in an alcohol concentration of 0.00%. However, unless the alcohol concentration is 0.02% or greater, the fact that an employee was removed from duty in the interests of safety shall not form the basis for any discipline.

An alcohol concentration of 0.02% or greater will be considered a positive alcohol test and in violation of this policy.

Any employee who has a confirmed positive prohibited substance or alcohol test will be removed from his or her position, informed of education and rehabilitation programs available, and evaluated by a SAP. The District will make every effort to, and affirms the need to, provide individual employees with dignity, privacy, and confidentiality throughout the testing process.

2. Pre-employment Screening

Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include but is not limited to safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material, protecting national security, enforcing drug laws, and/or jobs that involve the direct influence over children. If the applicant is under the age of 18, the applicant's parent or guardian must sign a consent form authorizing the examination and testing. All offers of employment shall be contingent upon the applicant passing the fitness for duty examination.

3. Reasonable Suspicion Testing

All employees shall be subject to urine and/or breath testing when a Supervisor or Manager believes there is a reasonable suspicion that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made by the Supervisor or Manager on the basis of documented, objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion factors include, but are not limited to, the following:

- Physical signs and symptoms consistent with substance abuse or prohibited substance abuse use including, but not limited to: unusual behavior, slurred or altered speech, odor of alcohol on the body or breath, unsteady gait, lack of coordination, a pattern of abnormal or erratic behavior, a verbal altercation, needle marks, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, tremors, or other evidence of recent drug or alcohol use. .
- The occurrence of a serious or potentially serious accident caused by human error that the District suspects that drugs or alcohol may have played a role in.
- Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operational procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled or prohibited substance and alcohol use and abuse and who reasonably concludes that an employee may be adversely effected or impaired in his or her work performance due to prohibited substance abuse or misuse.

4. Post-accident testing

All employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle or with District equipment while on duty that results in serious bodily injury requiring transportation to a medical treatment facility, death, or when one or more vehicles incurs disabling damage that requires towing from the site, where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor. Employees will also be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident involving damage to District property estimated at greater than \$5,000.00 or constituting a threat to the public safety and health, where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours after the accident for alcohol testing and 32 hours after the accident for controlled substance testing. An employee involved in an accident shall not consume alcohol until they have undergone testing for alcohol. Any employee who leaves the scene of the accident without the appropriate authorization and without submitting to controlled substance or alcohol testing will be considered to have refused the test and subject to disciplinary action up to and including termination. Post-accident testing will include not only the affected employee, but also any other employee whose performance could have contributed to the accident and where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor.

Department of Transportation covered employees (i.e., commercial vehicle drivers) shall be required to undergo controlled substance and/or breath alcohol testing after an accident: where the accident results in loss of human life, if an injured person immediately receives medical treatment away from the accident scene, if the driver is cited for a moving violation within 8 hours of the occurrence, or if one or more vehicles involved in the accident incurs disabling damage.

5. Random Testing

Those employees working in safety sensitive classifications will be subject to randomly selected unannounced testing. The random selection will be performed using a scientifically valid method. Each safety sensitive employee will have an equal chance of being tested each time selections are made. Safety sensitive employees will be tested either just before, during, or just after the safety sensitive employee is on duty.

6. Return-to-Duty Testing

All employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released for duty by the Substance Abuse Professional (SAP) before being allowed to return to their jobs. As determined by the SAP, employees will be required to undergo unannounced follow-up-controlled substance and/or alcohol breath testing following his or her return to duty. The duration of the period during which the employee is subject to such testing, and the frequency of such testing, will be as determined by the SAP. However, it shall not be less than six tests during the first 12 months nor longer than 36 months total, following return to duty.

7. Employee Requested Testing

Any employee who questions the result of a controlled substance abuse test may request that an additional test be conducted. The additional test may be conducted at the same laboratory or at a different certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee, unless the second test invalidates the original test, in which event, the District will pay the cost of testing. The method of collecting, storing, and testing the split sample will be consistent with established procedures. The employee's request for a re-test must be made to the doctor responsible for analyzing the original laboratory results, within 72 hours of receiving notice of the initial test result. Requests after 72 hours will be accommodated only where the employee can establish that the delay was due to circumstances beyond the control of the employee.

XIV-F. Employee Assessment

Any employee who tests positive for the presence of controlled prohibited substances or whose breath alcohol concentration is above the 0.02% minimum threshold set forth in this policy, will be assessed by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge and clinically experienced in the diagnosis and treatment of alcohol and substance abuse related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is to be the responsibility of the employee. Employees may use accumulated sick leave, vacation and personal holidays, if any, to participate in a prescribed rehabilitation program.

If an employee is returned to duty following rehabilitation, he or she must agree to and sign a Return-to-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test, and be subject to unannounced follow-up tests for a period of one to three years, as determined by the SAP.

Employees will be given only one chance for rehabilitation under this policy. The affected employee will be immediately terminated on the occurrence of a second verified positive test result by a District designated lab.

XIV-G. Compliance with Testing Requirements

All employees are subject to controlled substance testing and breath alcohol testing in accordance with this policy. Any employee who refuses to comply with a request for testing, who provides false information in connection with the test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to an SAP. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence or tardiness resulting

in the inability to conduct the test. Failure to comply with testing requirements or failure to comply with a referral to a SAP will result in immediate termination.

XIV-H. Rehabilitation Programs

The District encourages any employee who may have a controlled substance abuse problem to seek confidential counseling and assistance to a qualified program or professional, or through the District's Employee Assistance Program. The District intends to support those employees who voluntarily seek such assistance, but also intends to promptly and firmly identify and discipline those employees who engage in substance abuse which has a negative effect on job performance. An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

1. **Mandatory Admittance**

A rehabilitation program is available for employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result. The employee will pay program costs and subsequent controlled substance and/or testing costs. When recommended by the SAP, participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

2. **Voluntary Admittance**

All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. The employee will pay program costs and subsequent controlled substance and/or alcohol-testing costs. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on a return-to-duty test or on the unannounced follow-up test within a 36-month period will result in termination from employment. Employees may use accumulated sick leave, vacation and floating holidays to participate in a rehabilitation program. An employee's voluntary disclosure of a substance or alcohol abuse problem will not terminate any investigation, criminal or administrative, initiated prior to the disclosure.

XIV-I. Notifying the District of Criminal Drug Conviction

Any employee convicted of a crime involving the manufacture, distribution, possession or use of a controlled substance or convicted of driving under the influence of alcohol or drugs shall notify the District of such conviction not later than five (5) days after such conviction. A plea of no contest shall constitute a conviction for purposes of this rule and for purposes of imposing discipline under District rules and regulations governing employee conduct. Upon conviction of a crime involving alcohol or drugs as specified above, the employee shall be referred to a SAP for rehabilitation assessment. The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

XIV-J. Return to Duty Agreement

If an employee is returned to duty following rehabilitation, he or she must agree and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test, and be subject to unannounced follow-up tests for a period of 12 to 60 months. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is to be paid by the employee. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in a prescribed or voluntary rehabilitation program.

XIV-K. Employee Assistance Program

The District has established an Employee Assistance Program ("EAP") to provide all employees with consultation and referral services in order to reduce the effect of employee personal problems on job performance.

An employee's personal problems may manifest themselves in the work environment and seriously impact job performance. In an effort to ameliorate such impacts, the District makes available to its employees and their immediate family the services of the Employee Assistance Program. All employees are strongly encouraged to utilize the EAP on a self-referral basis. Any employee who persists in deficient job performance as a result of personal problems and does not seek assistance on his or her own initiative may be recommended by the employee's supervisor to the EAP. Participation with the EAP is voluntary, however, and is not part of the District's disciplinary process. Should a supervisor refer the employee to EAP, the employee may request that the EAP release pertinent information to the supervisor making the referral. Such information shall be provided only if the employee signs a conditional waiver of privileged communication allowing for the release of such information.

Confidentiality is of the utmost importance to the District in this regard and is necessary for the ultimate success of the EAP. The EAP is governed by federal and state confidentiality standards and law and can provide a valuable means for improving both the job performance and personal satisfaction of District employees.

XV. CONTINUING EDUCATION AND TRAINING

The District strongly encourages employees to participate in ongoing education and training programs. The District from time to time offers in-house training programs for the purposes of improving employee efficiency, effectiveness, and professional development.

Certain courses offered by education providers other than the District may be considered appropriate training programs for employees provided the General Manager approves them. All completed in-house training as well as District approved training by an outside provider shall be taken into consideration when making advancements and promotions of employees. It is the responsibility of the employee to notify and provide documentation of completion of such training programs. Such documentation will be made a part of each employee's personnel file.

Appendix A

PERFORMANCE EVALUATION APPEAL FORM

An employee who has received an overall performance evaluation rating of below 4 may appeal an annual performance evaluation where the employee believes that the overall rating or individual performance factor ratings do not represent a true evaluation of the employee’s work performance during the appraisal period. Such appeal shall follow the procedures set forth in Section VI-F of Ventura Port District’s (“District”) Human Resources Manual.

After receipt of the performance evaluation, the supervisor will meet with the employee to discuss the evaluation. During the performance review meeting employees are encouraged to discuss his/her performance review candidly with his/her supervisor, expressing any disagreements the employee may have with the review, and provide additional information/documentation to support his/her case. If not resolved in this informal discussion, the employee may formally appeal the evaluation by completing and submitting this Performance Evaluation Appeal Form to the District Deputy General Manager / (Sr.) Business Operations Manager (“Manager”) within **fourteen (14) calendar days** of the date of performance review meeting with the supervisor.

EMPLOYEE NAME:	DATE:
EMPLOYEE JOB TITLE:	SUPERVISOR NAME:
DATE OF EVALUATION:	DATE COPY RECEIVED:
DATE OF PERFORMANCE REVIEW MEETING WITH SUPERVISOR:	

NOTE: A complete copy of the Performance Evaluation that you are appealing (signed by the evaluating supervisor) must be submitted with this appeal form.

1. IDENTIFY THE SPECIFIC PERFORMANCE FACTOR RATING(S) YOU ARE CONTESTING, e.g., quality of work, initiative, personal relations:

ATTACHMENT 1

2. IDENTIFY: a.) THE SUPERVISOR'S RATING FOR EACH FACTOR YOU ARE APPEALING, AND b.) THE RATINGS YOU PROPOSE FOR EACH FACTOR YOU ARE APPEALING:

3. DESCRIBE THE SPECIFIC FACTS TO SUPPORT YOUR APPEAL OF EACH PERFORMANCE FACTOR RATING. Attach additional sheets if necessary. (Attach applicable evidence):

Signature of Employee/Appellant

Date Submitted to Manager

Signature of Manager (reflects receipt only)

Date of Receipt by Manager

Last Rev. [DATE]

[Appendix B](#)

WHISTLEBLOWER PROTECTION POLICY

1. Policy

The District prohibits all of the following conduct by District employees:

- a. Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- b. Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- c. Retaliating against an employee for refusing to participate in any activity that would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- d. Retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

2. Policy Coverage

This policy governs and protects District officials, officers, employees, or applicants for employment.

3. Definitions

"Protected activity" means any of the following activities:

- a. Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates federal or state law or a violation or noncompliance with a local, state, or federal rule or regulation;
- b. Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation in to alleged unlawful activity;
- c. Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity;
- d. Associating with another covered individual who is engaged in any of the protected activities enumerated here;
- e. Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity;
- f. Providing informal notice to the District regarding alleged unlawful activity;
- g. Calling a governmental agency's "whistleblower hotline" in good faith;
- h. Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety; and
- i. Refusing to participate in any activity that the employee reasonably believes would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation.

ATTACHMENT 1

“Adverse action” means, but is not limited to, the following actions:

- a. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity;
- b. Refusing to hire an individual because of actual or potential protected activity;
- c. Denying promotion to an individual because of actual or potential protected activity;
- d. Taking any form of disciplinary action because of actual or potential protected activity;
- e. Extending a probationary period because of actual or potential protected activity;
- f. Altering work schedules or work assignments because of actual or potential protected activity;
- g. Condoning hostility and criticism of co-workers and third parties because of actual or protected activity;
- h. Spreading rumors about a person because of that person’s actual or perceived protected activity; and
- i. Shunning or unreasonably avoiding a person because of that person’s actual or perceived protected activity.

4. Complaint Procedure

An applicant, employee, or seasonal or temporary employee who feels they have been retaliated against in violation of this policy should immediately report the conduct according to the complaint procedure in the District’s policy against discrimination, harassment or retaliation so that the complaint can be resolved fairly and quickly. Supervisors and managers have the same responsibilities as defined in the policy against discrimination, harassment or retaliation.



RESOLUTION NO. 3502

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS
OF THE VENTURA PORT DISTRICT UPDATING THE
VENTURA PORT DISTRICT HUMAN RESOURCES MANUAL**

WHEREAS, the Board of Port Commissioners (“Board”) approved and adopted Resolution No. 3007 (October 27, 2004), approving the Ventura Port District Human Resources Manual.

WHEREAS, the Board of Port Commissioners approved and adopted Resolution No. 3158 (October 27, 2010), Resolution No. 3193 (July 25, 2012), and Resolution No. 3268 (March 25, 2015) adding new programs and updating new legislation or case law and modifying language to improve clarity.

WHEREAS, the Board of Port Commissioners approved and adopted Resolution No. 3362 (October 10, 2018), adding two new full-time employee incentive pay programs.

WHEREAS, the Board of Port Commissioners approved and adopted Resolution No. 3381 (December 18, 2019) updating the manual to comply with State and Federal employment laws and to clarify ambiguous and/or overbroad language in a manner that comports with District practice and public agency personnel best practices.

WHEREAS, the Board of Port Commissioners approved and adopted Resolution No. 3419 (July 7, 2021) based on 2021 changes to State employment laws and clarify ambiguous and/or overbroad language in a manner that comports with District practice and public agency personnel best practices.

WHEREAS, the Board of Port Commissioners approved and adopted Resolution No. 3463 (February 1, 2023) based on 2022 and 2023 changes to State employment laws.

WHEREAS, the Board of Port Commissioners proclaim June 19th “Juneteenth” as an official Ventura Port District holiday beginning June 19, 2025, as set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Ventura Port District Board of Port Commissioners approve the updates to the Ventura Port District Human Resources Manual as set forth herein as Exhibit B and rescind Resolution No. 3463.

ATTACHMENT 2

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the Board of Port Commissioners of the Ventura Port District held on this 19th day of June 2024, Resolution No. 3502 was adopted by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Attest:

Michael Blumenberg, Chair

Anthony Rainey, Secretary



**PROCLAMATION PROCLAIMING JUNE 19th “JUNETEENTH”
AS AN OFFICAL VENTURA PORT DISTRICT HOLIDAY**

WHEREAS, Juneteenth National Independence Day, commonly known as Juneteenth, commemorates the historic event on June 19, 1865, when Union General Gordon Granger arrived in Galveston, Texas, and announced the end of slavery, marking a pivotal moment in American history.

WHEREAS, Juneteenth has been celebrated for over 150 years, honoring the resilience, achievements, and contributions of African Americans, and serves as a reminder of the ongoing struggle for freedom, equality, and justice.

WHEREAS, Juneteenth is a time for reflection and education, providing an opportunity for all Americans to learn about our nation’s history, to acknowledge the injustices of the past, and to commit to building a more inclusive and equitable future.

WHEREAS, the celebration of Juneteenth in 2024 is a powerful reminder of the enduring spirit of African Americans and their significant impact on the cultural, economic, and political fabric of our society.

WHEREAS, Juneteenth also serves as an important milestone in our nation’s ongoing journey toward equity and inclusion, encouraging all citizens to engage in dialogues and actions that promote social justice, dismantle systemic racism, and advocate for the rights and dignity of all individuals.

WHEREAS, we recognize the importance of community gatherings, cultural events, and educational activities in commemorating Juneteenth, fostering unity, understanding, and respect among all people.

THEREFORE, BE IT RESOLVED that the Ventura Port District Board of Port Commissioners hereby proclaim June 19th “Juneteenth” as an official Ventura Port District holiday beginning June 19, 2025.

Michael Blumenberg, Chair

Jackie Gardina, Vice-Chair

Tony Rainey, Secretary

Brian Brennan, Commissioner

Chris Stephens, Commissioner



Ventura Port District

Human Resources Manual

Adopted October 27, 2004
Revised October 27, 2010
Revised July 25, 2012
Revised June 12, 2015
Revised October 10, 2018
Revised December 18, 2019
Revised July 7, 2021
Revised February 1, 2023
Revised June 19, 2024

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EXHIBIT B

I. APPLICATION

This manual applies to all employees of Ventura Port District (hereinafter "District") who are not Members of the Board of Port Commissioners (hereinafter "Board").

I-A. Amendments

The District retains the full discretion to modify the policies set forth in this manual at any time in accordance with the law and applicable Memoranda of Understanding (MOUs) by resolution of the Board.

I-B. Non-Employment Contract

These rules do not create any contract of employment, express or implied, or any rights in the nature of a contract.

I-C. Employment at Will

Unless otherwise expressly provided for in an applicable collective bargaining agreement, employment contract, the District Commission's governing statutes, or another part of these rules, all District Employees are employed on an at-will basis. Employment at-will may be terminated without cause and without notice at any time by the District. No manager, supervisor, or employee of the District has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the District acting through the Board of Port Commissioners has the authority to make any such agreement, which is binding and only if it is in writing.

I-D. Conflict Between These Policies and Collective Bargaining Agreements

If a provision of these policies conflicts with any provision of a valid collective bargaining agreement between the District and a recognized employee organization, to the extent of such conflict, the provision of the collective bargaining agreement shall be deemed controlling and apply to employees covered by that collective bargaining agreement.

II. MANAGEMENT RIGHTS

The District shall retain, whether exercised or not, solely and exclusively, all express and inherent rights and authority necessary to determine the level of, and the manner in which, the District's activities are conducted, managed, and administered. All employees and any recognized employee representative shall recognize the exclusive right of the District to establish and maintain District-wide rules and procedures and to manage the affairs of the District in all of its various services and other aspects, including, but not limited to the following rights:

- Direct and schedule work and/or overtime work as required in the manner most advantageous to the District.
- Direct employees to perform all job duties, including those incidental job duties not expressly stated in a job description. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that the employee perform all such duties.
- Discipline or discharge employees subject to the Human Resources procedures as described in Section X.
- Lay off personnel at any time as described in Section IX-D of this manual.
- Determine assignments and establish methods and processes by which assignments are performed.
- Transfer employees within departments, divisions and sections and to a position outside of a department, division or section in a manner most advantageous to the District.
- Effect reorganizations and reallocation of work of the District.
- Contract for matters relating to District operations. The right of contracting or subcontracting is vested exclusively in the District.

EXHIBIT B

The inherent and express rights of the District are not in any way, directly or indirectly, subject to meeting and notice, or meeting and conferring, or the District Grievance Procedure except those specifically referred to in this manual which are expressly modified or restricted by a specific provision.

III. GENERAL PERSONNEL POLICIES

III-A. Equal Opportunity Employer

The District prohibits discrimination against employees or applicants for employment on the basis of race, color, religious creed, sex, gender, national origin, ancestry, age (40 and over), marital status, physical disability, mental disability, medical condition, sexual orientation, gender identity, gender expression, genetic information, reproductive health decision making, military and veteran status, or any other basis protected by law. The District affords equal employment to all qualified employees and applicants as to all terms and conditions of employment, including compensation, benefits, recruitment and selection, hiring, training, promotion, transfer, discipline and termination.

Employees, volunteers or applicants, who believe they have experienced any form of employment discrimination or abusive conduct are encouraged to report the conduct immediately by using the complaint procedure provided in this Manual, or by contacting the U.S. Equal Employment Opportunity or Commission, or the California Civil Rights Department.

III-B. Administrative Responsibilities

The General Manager of the District shall ultimately be responsible for all personnel matters as to all subordinate employees in accordance with all federal and state laws and regulations and these policies but may delegate as many of the day-to-day functions to others as is appropriate under the circumstances.

III-C. Personnel Records

1. General

The District maintains a personnel file on each employee. An employee's personnel file shall contain only material that is necessary and relevant to the administration of the District's Human Resources Programs or that is required by law. Personnel files are the property of the District, and access to the information they contain is restricted to protect employee privacy interests.

2. Notifying the District of Changes in Personnel Information

Each employee is responsible to promptly notify the District of any changes in relevant personnel information including the following:

- Mailing address
- Telephone number
- Persons to contact in emergency
- Number and names of dependents
- Physical limitations that could affect his or her ability to perform essential job functions

3. Location of Personnel Files

Employee personnel files will be located in the District office or in an area designated by the District. Employee personnel files will be handled in a manner that protects the privacy of the employees.

4. Medical Information

Separate Confidential Files.

All medical information about an employee or applicant is kept separately from other personnel records and is treated as confidential in accordance with the Americans with Disabilities Act (42 U.S.C section 1211(d)(3)(b) and the California Confidentiality of Medical Information Act (Cal Civil Code section 56 seq.).

EXHIBIT B

Information in Medical Files.

The District will not obtain medical information about an employee or applicant except in compliance with state and federal laws. To enable the District to obtain certain medical information, the employee or applicant may need to sign an Authorization for Release of Medical Information.

Access to Medical Information.

Access to employee or applicant medical information shall be strictly limited to only those with a legitimate need to have such information for District business reasons, or if access is required by law, subpoena or court order. In the case of an employee with a disability, managers and supervisors may be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations.

Authorization for Release of Medical Records.

The District will not provide employee or applicant medical information to a third party (except as permitted under the California Confidentiality of Medical Information Act, or if access is required by law, subpoena or court order) unless the employee signs an Authorization for Release of Employee Medical Information. This form may be obtained through the General Manager or his designee. The District will release only the medical information that is identified in the employee's authorization. If the employee's authorization indicates any limitations regarding the use of the medical information, the District will communicate those limitations to the person or entity to which it discloses the medical information.

5. References and Release of Information in Personnel Files

Public Information.

Upon request, the District will disclose information contained in personnel files as required by law, including the California Public Records Act.

Reference Checks.

All requests from outside the District for reference checks or verification of employment concerning any current or former employee must be referred to the General Manager. Information will be released only if the employee signs an Authorization for Release of Employment Information that may be obtained in the General Manager's office. Without this authorization the following limited information will be provided: dates of employment and salary range upon departure. Department heads and supervisors should not provide information in response to requests for reference checks or verification for employment, unless specifically approved by the General Manager after consideration on a case-by-case basis.

Medical Information.

Medical information will be released only in accordance with Section III-C.4.

6. Employee Access to Personnel File.

Inspection of File.

An employee may inspect his or her own personnel file, to the extent defined in California Labor Code section 1198.5, at reasonable times and at reasonable intervals, within 30 days of a written request. An employee who wishes to review his or her file should contact the General Manager to arrange an appointment. The inspection must be done in the presence of the General Manager or his designee and at a location where the employee works and at a time other than the employee's work time (Labor Code section 1198.5(b)(1)), or at another agreed upon location without loss of compensation to the employee. (Labor Code section 1198.5(c)(2))

Copies.

An employee is entitled to receive a copy of his or her personnel records within 30 days after the District receives a written request. An employee who wishes to receive such a copy should contact the General Manager or the General Manager's designee. The District may charge a fee for the actual cost of copying. (Labor Code section 1198.5(b)(1); 1198.5 (b)(2)(A))

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Representative's Inspection.

If the employee wishes to have another person/representative inspect his or her personnel file, he or she must provide the person/representative with written authorization. (Labor Code section 1198.5(e)) The General Manager or the General Manager's designee will notify the employee and/or representative of the date, time and place of the inspection in writing.

No Removal of File Documents.

No person inspecting a personnel file is permitted to add or remove any document or other item to/from the personnel file.

IV. HOURS AND DAYS OF WORK

IV-A. Work Hours

All District employees may be assigned different work schedules, including but not limited to, a 5/40, 4/10, 3/12 or 9/80 work schedule depending on the needs of the District. Employees assigned to shift work may be rotated between the various shifts from time to time.

IV-B. Workweek

The workweek for employees assigned to a 5/40 or 4/10 work schedule begins at 12:00 a.m. on Wednesday and ends at 11:59 p.m. on Tuesday.

Certain employee groups may voluntarily choose to work the "9/80 Alternative Workweek Schedule". The eligible employee groups are the Maintenance Department including the Maintenance Supervisor and the Administration Department including the Marketing Department and the Marina Manager.

The "9/80 Alternative Workweek Schedule" allows a participating employee to work four (4) 9-hour days plus one (1) 8-hour day in one seven-day period and four (4) 9-hour days in an alternating seven-day period without the accrual of overtime. For all employees working a 9/80 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day of the week that corresponds to the employee's 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.

The "3/12 Alternative Workweek Schedule" allows a participating employee to work three (3) 12-hour days plus one (1) 8-hour day in one seven-day period (44 hours) and three (3) 12-hour days in an alternating seven-day period (36 hours) without the payment of an overtime rate of compensation accrual of overtime. For all employees working a 3/12 work schedule, the workweek shall begin exactly four hours into the 8-hour shift on the day of the week that corresponds to the employee's regularly scheduled alternating day off.

IV-C. Work Periods

The General Manager may designate different workweeks or work periods for different employees or groups of employees. The designation will include the time of day and day of week on which the employee's workweek begins. If the District assigns employees to a public safety "FLSA 7(k)" work period, the designation must include the starting time and length of each employee's work period.

IV-D. Meal Period

Non-exempt District employees who work six hours per day or more shall be entitled to a 30-minute to 60-minute non-compensated meal period within five hours of beginning a workday provided that they are relieved of anticipated responsibilities and are free to leave the District during the meal period. A non-exempt employee may not waive a meal period in order to shorten his or her workday. A non-exempt employee that works through his or her meal period shall document the hours on his or her timecard as time worked.

EXHIBIT B

Employees who are not relieved from job duties or are restricted to the District's property during meal periods are entitled to a 30-minute paid meal period, including those employees assigned to shift work in the Harbor Patrol and Courtesy Patrol who are required to be within hearing proximity of any District radio during the meal period

IV-E. Rest Period

A fifteen (15) minute compensated rest period shall be provided to all District non-exempt employees for each four (4) hour period of service. The rest period shall be taken at a time designated by the employee's supervisor, is not cumulative and may not be combined to shorten the workday or to extend the meal period.

IV-F. Travel/Training Time Compensation

1. Training Time Compensation for Non-Exempt Employees

Employee attendance at meetings, lectures, trainings or conferences will be considered time worked unless attendance is voluntary and the employee's job performance is not dependent on such training and will be compensated in accordance with normal payroll practices. Note that non-exempt employees are compensated only for the actual time in attendance at mandated District training, lecture, meeting or outside activity (Example: if the training is 6 hours long and the employee normally works 9 hours, then the employee will only be paid for 6 hours of work time). If the training is less than the employee's normal working schedule of hours for that day, they would either use paid leave time or the supervisor can assign the employee work during that time. However, if the employee is required to travel back to their regular work location that day, travel time from the training site back to their regular work location, as well as time worked at their regular work site, will be compensable.

2. Travel Time Compensation for Non-Exempt Employees

a. Home to Work Travel Time

Travel time to and from work is commute time which is not compensable. However, if the employee is required to report to a work location that is different from the employee's regular work location and the amount of time to travel to the new location is longer than the employee's normal commute time, then the employee will be compensated for the difference in time between the employee's normal commute and the new location. In addition, if the District requires the employee to meet at a designated location and use the District's transportation to and from the work site, then the travel time to and from the designated location and the work site is compensable.

b. Travel During the Workday

Travel during the workday, after the employee has reported to work, is hours worked for the District unless it is in connection with a bona fide meal break. However, travel from the employee's last work location to home is not compensable. Supervisors should not require employees who will be traveling during the workday to report to their normal work site at the start or the end of their shift unless it is operationally necessary for the employee to report to such location.

c. Travel to Out of Town One-Day Assignment of Overnight Travel Time:

If an employee is given a one-day assignment in a city outside of the city limits of the City of Ventura, that does not require an overnight stay, all of the time spent traveling between home and the assignment city is counted as hours worked and is compensable. If travel involves an overnight stay to attend a mandatory training or perform work required by the District, all time spent traveling, regardless of the day is compensable hours. This includes time spent traveling as a passenger.

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d. Personal Breaks While Traveling:

Time spent taking a break from travel in order to eat a meal, sleep, or engage in purely personal pursuits not connected with traveling or making necessary travel connections (such as, for example, spending an extra day in a city before the start of or following the conclusion of a conference to sightsee), is not compensable as long as no work is performed during such time.

V. HUMAN RESOURCES PROCEDURES

V-A. Hiring and Recruitment

1. Vacant Positions

When a full-time regular or a part-time regular position becomes vacant for which an open examination is to be held, the position shall be advertised in one local or regional newspaper that has substantial circulation in areas with large minority populations. Announcements of all open, closed and promotional positions shall also be posted on the bulletin board at the Ventura Port District office. Such announcement shall specify the following:

- Title and pay for the position
- The nature of the work to be performed and essential job duties of the position
- The minimum qualifications
- The desirable qualifications
- The time and location of the examination or selection interview
- The closing date for the application if one is established
- A medical examination, including a drug screen, will be required, post-offer of employment.
- Any other information as determined in the discretion of the General Manager or designee

2. Reasonable Accommodation

An applicant with a disability may request accommodation in an examination process. Following a receipt of a request for accommodation, the District may require additional information, such as reasonable documentation of the existence of a disability. The District will comply with the employment-related reasonable accommodation requirements of the California Fair Employment and Housing Act and the Americans with Disabilities Act. An employee or applicant who alleges a denial of a reasonable accommodation may file a complaint pursuant to Section XII-E "Complaint Procedure for Discrimination or Harassment" of this manual or with the Civil Rights Department or the Equal Employment Opportunity Commission.

3. Selection Process

Candidates for positions may be asked to perform and/or submit to written, oral, performance, physical and/or medical examinations. All examinations shall be conducted by or arranged for by the General Manager or his or her designee.

The District administers two general types of examinations: (1) An "open" examination, which is open to all persons who the General Manager or his or her designee determines are the most highly qualified for the position; and (2) a "closed" examination, which is an examination limited to present District employees.

4. Pre-Employment Investigation

As part of the selection process, the District will require finalists to sign an authorization form allowing the District to conduct reference, general background, previous employment, DMV, and criminal checks in compliance with state law. Refusal to sign the background investigation authorization form will result in the finalist being excluded from the selection process.

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5. Eligibility to Work in United States

As a prerequisite to being hired by the District, each potential employee will be required to complete a Form I-9 and meet the Employment Eligibility requirements of the United States Department of Homeland Security.

V-B. Employment Classifications

All authorized position classifications shall be included in the Salary Resolution and will have job descriptions. The establishment of salary will be in accordance with the education, experience, duties and responsibilities of the employee. All job descriptions will identify that classification as exempt or non-exempt as required by the Department of Labor under the Fair Labor Standards Act (FLSA).

V-C. Exempt vs. Non-Exempt Employees

For purposes of payment of overtime pay and hours of work, District employees will fall into one of two categories: Exempt and Non-Exempt. Exempt employees are defined in the FLSA regulations. Those employees who do not meet the definition of Exempt employees under the FLSA are Non-Exempt employees.

V-D. Employment Status

District employees will fall into one of nine categories of employment status:

1. Probationary Employees.

Regular Full-Time and Regular Part-Time employees will be considered probationary from their date of hire until they have completed one year of continuous service for the District. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave. The probationary period is a period of time during which the employee's supervisor will observe and evaluate the employee's ability to meet the expectations of the District regarding performance, attitude, conduct, and qualifications for the position in which they were hired. The probationary period is considered part of the selection process. The employee shall receive at least two formal evaluations during the probationary period.

Rejection During Initial Probation.

During the probationary period, a probationary employee serves at the pleasure of the appointing authority, has no property right in continued employment, and has no right to any pre or post-disciplinary procedural due process or evidentiary appeal. During the initial probationary period a probationary employee is an at-will employee and may be dismissed at any time without cause and without the right of appeal.

Performance Evaluation at Conclusion of Initial Probationary Period.

At the end of the probationary period, there shall be a written performance evaluation, which will document whether the probationer is to become a Regular employee. The probationary period may be extended only for the amount of time, if any, that the Probationary employee was absent from employment during the probation period.

Probation After Promotion.

For current employees who accept a promotion, an employee serves a new probationary period of six (6) months of actual and continuous service. Periods of time on paid or unpaid leave exceeding five (5) days (consecutive or not) shall automatically extend the probationary period by the number of days the employee is on leave. An employee does not acquire regular status in the promotional position until the successful completion of this probationary period. If the employee fails to satisfactorily complete the probationary period in the promotional position, the employee shall be entitled to return to the position held prior to promotion at the pay rate held prior to promotion if there is a vacancy in the prior position or if a vacancy can be created by terminating a probationary employee. If there is no vacancy, the employee shall be assigned to a vacant position that is nearest the employee's prior position. The employee is not entitled to notice of a hearing with regard to an employee's failure to satisfactorily complete the probationary period in the promotional position.

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2. **Regular Full-time Employment**
Employees who successfully complete their probationary period and who regularly work a minimum of 40 hours per week shall become full-time employees and shall be entitled to the benefits and leaves provided to other employees in the same classification and provided in these Policies, unless otherwise provided in an MOU.
3. **Temporary Employees**
Employees who are selected without following the District's selection process to perform specific tasks may be employed up to 180 working days or until the task or project has been completed. The period of temporary employment may be extended for an additional 180 working days. Temporary employees serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal. Temporary employees are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.
4. **Regular Part-time Employment**
Employees who regularly work less than 40 hours a week but 20 hours or more a week and who successfully complete their probationary period shall become regular part-time employees and shall be entitled to regular part-time status equal to the hours worked when compared to 40 hours per week.

Employees working less than 20 hours per week do not acquire regular status and are not entitled to benefits. Part-time employees may have rights to leave under the law or these Policies, unless otherwise provided in an MOU, depending on the number of hours they work, such employees serve at the pleasure of the General Manager, have no property right in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal.
5. **Emergency Employees**
Employees who are needed to perform emergency work may be employed at any time without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. Emergency employees are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.
6. **Seasonal Employees**
Employees who are needed to perform work on a regular seasonal basis may be employed without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal. Seasonal employees are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.
7. **Per Diem**
Employees who are needed to perform work by the day may be employed without following the District's selection process. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right in continued employment, and have no right to any pre- or post-disciplinary procedural due process or evidentiary appeal. Per Diem employees are not eligible for benefits but may have rights to leave under the law or these Policies, depending on the number of hours they work.
8. **Provisional**
Employees who are needed to perform work until a regular Full-Time employee can be employed to do work until a certain situation or condition has ended. These employees usually work for a limited period of time and would rarely work more than 1000 hours. These employees are considered to be at-will and serve at the pleasure of the appointing authority, have no property right

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in continued employment, and have no right to any pre or post-disciplinary procedural due process or evidentiary appeal. Provisional employees are not eligible for benefits but may rights to leave under the law or these Policies, depending on the number of hours they work.

9. Volunteer

Volunteers are not considered employees, but instead are individuals who provide services to the District for civic or philanthropic reasons. Volunteers are not paid any salary, nor do they receive any benefits. Volunteers may be transferred to meet the needs of the District and their work contributions may be ended depending upon the need of the District. A volunteer serves at-will and may be removed at any time without cause, notice or any right of appeal.

V-E. Employee Orientation

During an employee's first few days of employment, the employee will participate in an orientation program conducted by various members of the employee's department, including the employee's supervisor. During this program, the employee will receive important information regarding the performance expected and required of the employee, District policies, compensation, and benefit programs, as well as other information necessary to acquaint the employee with District policies. The employee will also be asked to complete all necessary paperwork at this time, such as medical benefit plan enrollment forms, beneficiary designation forms, appropriate Federal, State, and local tax forms, and other necessary administrative forms.

The District strongly encourages new employees to ask any and all questions they may have during the orientation program so that they will understand all guidelines that affect and govern their employment relationship with the District.

V-F. Transfers of Position

1. Voluntary Transfer

Employees with one year of satisfactory or better service may initiate a request to transfer to another position in the same or lower classification for which the employee is qualified in the opinion of the General Manager.

The "Request" must be in writing to the General Manager and include the employee's qualifications for the transfer position.

The General Manager will consider the best interests of the District prior to authorizing any employee requested transfer.

Approval or rejection of voluntary transfer requests will be at the discretion of the General Manager and not subject to appeal or review.

2. Promotion

Employees may be offered a vacant position, for which they are qualified, at the discretion of the General Manager. The employee will serve a promotional probationary period as detailed in Section V-D1.

3. Demotion

Employees may be demoted in the event of a reduction in personnel due to lack of work, lack of funds, the employee's inability to perform his or her required duties, or for disciplinary reasons, at the discretion of the General Manager. In the event that a Regular employee is demoted for disciplinary purposes, that employee is entitled to the appeals procedure set forth in Section X-C "Disciplinary Appeals Procedures" of this Manual.

4. Involuntary Transfer

The General Manager shall have the authority to involuntarily transfer an employee at any time for efficiency, health conditions, safety, morale or other grounds beneficial to the District.

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Whenever possible, an employee being transferred from one position to another position in the same class, or a comparable class at the same salary level, shall receive five (5) working days' notice. If the transfer requires the employee to move equipment from one location to another, the employee shall receive seven (7) working days' notice.

V-G. Nepotism Policy

The District regulates the employment and placement of relatives, spouses and domestic partners so as to avoid conflicts of interest and to promote safety, security, supervision and morale.

For purposes of this section, "relative" means child, stepchild, parent, grandparent, grandchild, brother, sister, half-brother, half-sister, aunt, uncle, niece, nephew, or in-laws of those enumerated by marriage or domestic partnership.

For purposes of this section, "spouse" means one of two persons to a marriage, or two people who are registered domestic partners, as those terms are defined by California law.

For purposes of this section, "supervisory relationship" means one in which one employee exercises the right or responsibility to control, direct, reward, or discipline another by virtue of the duties and responsibilities assigned to him or her by the District.

1. Relatives

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

- A direct or indirect supervisory relationship between the relatives;
- The two employees having job duties which require performance of shared duties on the same or related work assignment;
- A potential for creating an adverse impact on supervision, safety, security, morale or efficiency.

2. Spouses or Domestic Partners

The District will not appoint, promote or transfer a person to a position within the same department, division, or facility in which the person's relative already holds a position, if any of the following would result:

- One spouse or domestic partner being under the direct supervision of the other spouse or domestic partner; or
- Spouses or domestic partners in the same department, division, section, or facility has the potential to create adverse impact on supervision, safety, security or morale or involves potential conflicts of interest.

If two employees who work in the same department later become spouses or domestic partners, the General Manager will attempt to transfer one spouse to a similar position in another department, division, section, or facility. Although the wishes of the involved parties as to which spouse/domestic partner is to be transferred will be considered, the General Manager retains sole discretion to determine which employee will be transferred based upon the District's needs for supervision, safety, security or morale. If any such transfer results in a reduction in salary or compensation, the same shall not be considered disciplinary in nature and shall not be subject to any form of administrative appeal.

If continuing employment of two spouses or domestic partners who work in the same department cannot be accommodated consistent with the District's interest in promotion of safety, security, morale and efficiency, then the District retains sole discretion to separate one spouse from District employment. Absent resignation by one affected spouse or domestic partner, the less senior of the involved spouses or domestic partners will be subject to separation. Any such separation shall not constitute discipline and shall not be subject to any administrative appeal.

VI. COMPENSATION

VI-A. Determination of Compensation

The General Manager's salary shall be negotiated with the Board. Any other employee with an employment agreement shall have his or her rate of pay or salary established annually through negotiation with the General Manager and/or the Board in conjunction with the District's annual or mid-year budget.

Rates of pay for other employees are based on one or more of the following factors:

1. **Pay Ranges**
As established in the Salary Schedule by the Board in the Salary Resolution in conjunction with the District's annual budget, including any adjustments made thereto throughout the fiscal year.
2. **Offer of Employment, Successful Completion of Probation, Promotion, Demotion**
As established by the General Manager within the Pay Ranges in consideration of an employee's knowledge, experience, ability, current rate of pay and performance, among other factors.
3. **Cost of Living Adjustments (COLA)**
As established by the General Manager within the Pay Ranges for non-represented employees in conjunction with the District's Board approved annual budget.
4. **Memorandum of Understanding (MOU)**
As established by an MOU or similar binding agreement between the District and Union(s) representing employees of the District.
5. **Merit Increase**
A Merit Increase is advancement to a higher rate of pay in the employee's Pay Range in consideration of an individual employee's knowledge, experience, ability, and annual performance. Only employees who have successfully completed their initial probationary period are eligible for a Merit Increase. A Merit Increase is subject to and provided pursuant to the following requirements:
 - a. As part of the District's Annual and Mid-Year budgets, the Board shall determine whether to budget for a Merit Increase, and if so, the percentage amount for a Merit Increase.
 - b. Should a Merit Increase be budgeted, the percentage amount for a Merit Increase will be between 0% and 5%.
 - c. To be eligible for a Merit Increase, the employee must have a written performance evaluation during the year of performance preceding the year of the Merit Increase. In addition, the written performance evaluation must have been prepared and signed by the employee's supervisor and signed and approved by the General Manager.
 - d. Only employees who have received an Overall Performance rating of 4 or 5 on their performance evaluation shall be eligible for consideration of a Merit Increase. Eligible employees receiving an Overall Performance rating of either a 4 or 5 will receive the same percentage Merit Increase.
 - e. Employees who qualify for a Merit Increase will start receiving the authorized percentage Merit Increase in the first full pay period after approval of the Mid-Year budget.

Each year during the budget process and at such other times as determined by the Board, the Board of Port Commissioners shall determine in its discretion the rates of pay to ensure that the specified ranges are appropriate for identified positions given the duties and responsibilities of such positions. The General Manager shall bring any proposed changes to the salary schedule to the Board of Port Commissioners for consideration and approval.

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VI-B. Pay Periods

District employees are paid bi-weekly by check or direct deposit every other Friday.

VI-C. Deductions

The District shall deduct from all employees' paychecks all legally required withholdings and deductions. Employees may request and authorize in writing that the District make other deductions for other voluntary programs as approved by the General Manager.

VI-D. Overtime: Fair Labor Standards Act Provision

The District is subject to applicable FLSA provisions regarding overtime compensation.

1. Non-Exempt Employees

The District as a matter of general policy does not permit employees to work overtime; however, non-exempt employees may be required to work overtime at the discretion of the General Manager.

Overtime for non-exempt employees is defined as hours assigned to be worked and actually worked (except for authorized FLSA 207(k) work periods and as otherwise set forth in a MOU) in excess of their scheduled workday or forty (40) hours in the designated seven (7) day workweek.

Non-exempt employees shall obtain authorization to work all overtime. A non-exempt employee who works unauthorized overtime may be subject to disciplinary action. Each Department shall establish procedures for obtaining authorization for overtime.

Non-exempt employees working authorized overtime shall accrue compensatory time off at one and one-half hours (1-1/2) per hour worked.

A non-exempt employee may not accrue more than 40 hours of compensatory time off at any one time.

2. Exempt Employees

Exempt Employees are not eligible to receive pay or compensatory time off for working in excess of their scheduled workday or over 40 hours per week.

VI-E. Compensatory Time Off Account

A compensatory time off account will be maintained for employees required to work on a holiday or overtime. A worksheet of this account will be included in each employee's pay envelope to assist the employee in tracking this information. The District reserves the right to correct any errors in this worksheet.

All compensatory time off accrued will be paid off at the employee's current regular rate of pay in the last pay period of each quarter, unless the employee requests to have the compensatory time carried over by submitting a request in writing to the General Manager at least seven (7) days prior to the end of the quarterly pay period. The General Manager will determine whether to allow or disallow the compensatory time to be carried over to the following quarter. In no event will time be carried over beyond one subsequent quarter.

An employee may not accrue more than 40 hours of compensatory time off.

All compensatory hours accrued by an employee shall be paid off immediately prior to the effective date of any increase in pay.

VI-F. Performance Reviews and Appeal Procedures

Once annually at the end of each calendar year, a non-probationary employee's supervisor will prepare and sign a performance evaluation on a District form for each annual performance evaluation period. More than one performance evaluation may be provided to the employee during the course of the annual evaluation period at the discretion of the supervisor.

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The annual review process is meant to be a review not only of the performance of the employee, but also of the District. Employees are in the best position to evaluate the overall effectiveness, efficiency and organization of the District, and for that reason the District strongly encourages employees to evaluate the District's performance not only in regard to personnel matters, but also with regard to its overall effectiveness, productivity, and service to the public.

1. Performance Evaluation Meeting With Supervisor

In conjunction with the written performance evaluation, the supervisor will meet with the employee to discuss the evaluation. The written evaluation shall be presented to and reviewed with the employee. The employee shall sign or otherwise acknowledge receipt of such written evaluation. During the performance review meeting, employees are encouraged to discuss his/her performance candidly with his/her supervisor, expressing any disagreements the employee may have with the review, and provide additional information/documentation to support his/her case. If an employee who receives an overall rating of below 4 disagrees with his/her evaluation after discussion with the immediate supervisor, the employee may submit a formal, written appeal as set forth in Section 2 below. Only employees who receive an overall rating of below 4 are eligible to submit a performance evaluation appeal.

2. First Step of Performance Evaluation Appeal – Deputy General Manager / (Sr.) Business Operations Manager (“Manager”) Review

To timely appeal a performance evaluation, the employee must submit a completed Performance Evaluation Appeal Form to the Manager within fourteen (14) calendar days of the date of performance evaluation meeting with the supervisor per Section 1 above. The Performance Evaluation Appeal Form is Appendix A.

The formal written appeal must include:

- a. Specific parts of the performance evaluation with which the employee disagrees, and an explanation of the nature and extent of the disagreement;
- b. Copy of the performance evaluation with the employee's comments; and
- c. Relevant supporting documentation.

The Manager will respond to performance evaluation appeals him/herself or designate the next most senior manager to handle the appeal. Responding to performance appraisal appeals is at the discretion of the Manager and may include some or all of the following actions:

- a. Review the evaluation, appeal, and supporting documentation.
- b. Contact the employee and/or the supervisor(s) to obtain clarification or additional information. This could be done via any means of communication.
- c. Collect additional information from other relevant sources.

Within fourteen (14) calendar days of the employee's filing of the appeal, the Manager or designee will make a recommended decision to the General Manager and inform the employee in writing with a copy to the supervisor.

3. Second and Final Step of Performance Evaluation Appeal – General Manager Review

The General Manager or his/her designee will review the recommended decision of the Manager or designee. The General Manager may, at his/her discretion schedule a meeting with the employee and/or supervisor to discuss the basis of the appeal. The General Manager will issue a written decision to the employee, with a copy to the supervisor. The written response shall indicate one of the following:

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- a. General Manager affirms the original performance evaluation;
- b. General Manager revises the performance evaluation in whole; or
- c. General Manager revises the performance evaluation in part.

The General Manager's decision is final and concludes the appeals process.

All documentation concerning the performance review and any appeal process will be included in the employee's personnel file.

VII. BENEFITS

VII-A. Insurance

1. Health and Dental

The District provides a monthly sum, as established by resolution of the Board of Port Commissioners that all Probationary and Regular employees may apply toward the cost of general health and dental insurance for themselves and their dependents. Employees may include additional coverage, both for themselves and for their dependents, at their own expense. The effective date of coverage and the terms of the coverage of the insurance plans shall be governed by those plans.

2. Life Insurance

The District furnishes and pays for group insurance for all Probationary and Regular employees, if insurable. The effective date of coverage and the terms of the coverage shall be governed by the plan. The death benefit shall be equal to the annual base earnings of the employee.

3. Long-Term Disability Insurance

The District provides long-term disability insurance coverage for all Regular and Probationary employees. The effective date of coverage and the terms of the coverage shall be governed by the policy. Once an employee is declared totally disabled pursuant to the terms of said disability insurance policy, the employee shall be eligible to receive sixty percent (60%) of his or her full salary during the 90-day "elimination period" specified in the policy. The District shall commence this payment only after the employee has utilized all sick leave, vacation time and compensatory time off to which he or she is entitled.

4. Unemployment Insurance

The District provides and pays for unemployment insurance under a program administered by the State of California, Employment Development Department. In the event of unemployment, weekly benefits are available under terms and conditions of the program.

5. Workers' Compensation Insurance

The District provides Workers' Compensation Insurance for all employees. The effective date of coverage and the terms of coverage shall be governed by the policy.

6. Vision

The District contributes monthly premiums for the vision plan for all eligible employees and their dependents. The effective date of coverage and the terms of coverage shall be governed by the plan selected by the District.

VII-B. Post-Termination Insurance Benefits (COBRA)

Insurance benefits for Probationary and Regular employees will terminate at the time the employee, for whatever reason, is no longer employed by the District. The employee may elect to continue to be covered by health and dental at his or her expense for the duration established by law, usually eighteen (18) months.

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The employee must request coverage in writing and remit to the District on a monthly basis the amount of the insurance premium plus a two percent (2%) administration fee.

VII-C. Retirement Plan

The District is a member of the California Public Employees Retirement System (PERS). All Regular and Probationary employees automatically become members of the System upon entry into employment with the District. Deductions from an employee's salary are made at the rates fixed by state law; however, the District may elect, by resolution of the Board of Port Commissioners, to pay all or a part of the employee's contribution to the Retirement System. Benefits are available under terms and conditions of the program. Retirement benefits are not provided to other employee classifications unless a specific employee works more than 1000 hours in a fiscal year.

VII-D. Holidays

Each full-time employee shall be entitled to only 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)
- Juneteenth (June 19)
- 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 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 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.

1. Holiday Pay

Any non-exempt employee who is off on a holiday for any reason shall receive either one day of Holiday Pay or one day of compensatory time. The one day of Holiday Pay or one day of compensatory time is equivalent to the employee's regularly scheduled hours on the day of the holiday.

Any non-exempt employee who works a holiday as part of his or her normal workweek shall receive 1.5 times his or her base hourly rate of pay 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 of the employee's base hourly rate of pay.

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Any non-exempt employee who works a holiday in addition to his or her normal workweek shall receive double-time of the employee's base hourly rate of pay for hours worked plus one day of compensatory time off.

Exempt employees shall receive one day of Holiday Pay at his or her base rate of pay for each of the approved District Holidays. If an exempt employee is required to work on any District Holiday, he or she shall receive one hour of compensatory time off for each hour actually worked on the holiday.

2. Part-time Employees

Part-time employees shall be paid at one and one-half times their base hourly rate of pay for working a Holiday.

3. Personal Holidays

Full-time and part-time employees may accrue and request to take off two paid personal holidays per fiscal year providing they have worked 750 or more hours in the preceding calendar year. The maximum personal holidays accrued and banked in the fiscal year is two. Scheduling of personal holidays will be at the discretion and with the approval of the General Manager.

VII-E. Vacation

The purpose of annual vacation leave is to enable each eligible employee to take vacation leave and return to his or her work mentally and physically refreshed. Scheduling of vacation time will be at the discretion and with the approval of the General Manager. Every effort will be made to accommodate employee vacation requests within the constraints imposed by the District's operational needs. Upon separation from service, employees will be paid for any unused accrued vacation. With approval, all employees shall be entitled to take their accrued annual vacation leave with pay as follows:

1. Accruals

Probationary employees do not accrue vacation. Upon successful completion of a probationary period, employees will be credited 80 hours of vacation time.

Full-time Regular employees with less than five (5) years of service shall accrue vacation hours at the rate of 3.08 hours per bi-weekly pay period or 80 hours per year.

Full-time Regular employees, with five (5) years of service but less than ten (10) years of service, shall accrue vacation leave at the rate of 4.6154 hours per bi-weekly pay period or 120 hours per year.

Full-time Regular employees with ten (10) years of service or more shall accrue vacation leave at the rate of 6.153 hours per bi-weekly pay period or 160 hours per year.

Regular Part-time employees accrue vacation directly in proportion to a Regular Full-Time assignment. For example, a Regular Part-time Employee who works 30 hours per week, will accrue vacation at .75 the Full-Time rate.

Vacation Leave will not accrue during leaves of absence without pay unless required by law (e.g. military leave)

2. Maximum Vacation

The maximum vacation accrual is limited to two hundred fifty (250) hours. Employee is paid off quarterly for hours in excess of 250 hours in his or her vacation accrual bank at the employee's base hourly rate of pay. When a paid holiday falls during the period of an employee's vacation leave, that day shall not be charged against the employee's vacation accrual.

Vacation hours accrued in excess of two hundred and fifty (250) will be paid at the employee's base hourly rate of pay.

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Any vacation leave payout requires that the employee have taken at least 80 hours of vacation or compensatory time off (or combination of vacation and CTO) in the calendar year immediately prior to being eligible for vacation leave payout.

VII-F. Administrative Leave with Pay

The District shall have the right to place an employee on administrative leave with full pay at any time when it is determined that the employee's or the District's best interests warrant the leave.

The employee has no right to appeal the decision to be placed on paid administrative leave.

VII- G. Sick Leave

1. Accrual of Sick Leave

Regular Full-Time employees.

Sick leave shall accrue at the rate of 3.5 hours per pay period up to a maximum accrual of 720 hours. Accrued sick leave carries over from year to year. If permitted by the District's retirement system, sick leave accrual in excess of 720 hours may be allowed for purposes of calculation of retirement benefits only.

Regular Part-Time employees.

Sick leave shall accrue at the same hourly rate of accrual for Regular Full-Time employees prorated by the number of hours worked each pay period.

In accordance with California's Paid Sick Leave law and Labor Code section 233, Part-time, Per Diem and other employees that work a minimum of thirty (30) days in a year have the following sick leave benefits:

- An employee must be employed by the Ventura Port District for ninety (90) days before being entitled to use paid sick leave;
- Sick leave will accrue at a rate of one hour for every thirty hours worked;
- Employees may take a maximum of five (5) days or 40-hours of sick leave per year;
- Unused Sick Leave will carry over to the next year to a maximum of ten (10) days or eighty (80) hours;
- An employee may only take paid sick time for a day in which s/he is scheduled to work;
- These employees shall not be eligible for "Non-Accrued Sick Leave" as provided in Section VII-G 2.

2. Use of Non-accrued Sick Leave

At the General Manager's discretion, a maximum of six (6) days of non-accrued sick leave may be granted to an employee with a physician's certification. Any non-accrued sick leave granted shall be repaid at the same rate sick leave is accrued by the employee. In the event the employee's employment is terminated or the employee separates before the non-accrued sick leave has been repaid, any remaining hours that have not been accrued shall be deducted from the employee's final paycheck with written authorization from the employee.

3. Sick Leave Use

In accordance with California's Paid Sick Leave law and Labor Code section 233, an employee may use one-half of their available annual accrual of sick leave in a 12-month period for one of the following reasons:

- a. diagnosis, care, or treatment of an existing health condition of, or preventative care for, an employee or any of the following of the employee's family members: child of any age or dependency status; parent; parent-in-law; spouse; registered domestic partner; grandparent; grandchildren; sibling or designated person; or
- b. for an employee who is a victim of domestic violence, sexual assault, or stalking to: i) obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the

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health safety or welfare of the employee or his or her child; or ii) obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

Any additional paid sick leave provided to an employee beyond the use of one-half of their annual accrual of sick leave can only be used for the employee's own diagnosis, care, or treatment of an existing health condition or preventative care.

Sick leave shall not be granted to any employee to permit an extension of the employee's vacation.

The General Manager may require that regular full-time and part-time employees provide a physician's certification to support any absence that involves the illness of the employee or family member if the District suspects that there is an abuse of sick leave by the employee. All employees who use paid leave to address issues related to domestic violence, sexual assault, or stalking, and who cannot provide advance notice of their need for leave must provide certification of the need for leave within a reasonable time thereafter.

The General Manager, at the District's expense, may require an employee who has been absent from work due to illness for seven (7) consecutive days to have a physical examination performed by a physician designated by the General Manager to determine the employee's fitness to return to duty.

Unless authorized by the General Manager, no more than six (6) days of accumulated sick leave credits may be allowed to an employee within any calendar year for absence from duty because of death, serious illness, or injury of members of the employee's immediate family. For the purpose of this Subsection "immediate family" shall mean the spouse, domestic partner, parent, sibling, child, grandchild, grandparent, mother-in-law or father-in-law of an employee.

Sick leave shall not be granted to any employee absent from duty due to willful misconduct on the job.

Sick leave shall not be granted to any employee absent from duty after separation from the District's service or during a District authorized leave of absence without pay, or any other absence from duty not authorized by the District.

Abuse of sick leave, which is defined as a claim of entitlement to sick leave when the employee does not meet the requirements of sick leave as defined herein, shall be subject to disciplinary action.

4. Notification

Prior to Shift.

In order to request sick leave, an employee shall notify the appropriate immediate supervisor or the General Manager no later than one (1) hour after the time established as the beginning of the employee's workday.

During Shift.

An employee who becomes sick during his or her shift shall immediately notify his or her immediate supervisor to request permission to use sick leave for the remainder of the shift.

5. Sick Leave Administration

The General Manager shall be responsible for the administration of the use of sick leave.

6. Use of Sick Leave When Disabled

An employee's entitlement to receive sick leave payments shall terminate when said employee becomes eligible to receive disability payments.

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7. Job Related Injury

An employee, other than those covered by Labor Code Section 4850, who receives Workers' Compensation benefits as a result of an injury suffered while working for the District is entitled to receive from the District the difference between Workers' Compensation benefits and the employer's regular pay. Any such payments will be charged first to accrued sick time, next to compensatory time off, and then to accrued vacation time.

Once all sick time and vacation time is used, the employee will receive only Workers' Compensation benefits for as long as the employee remains off the job.

Sworn Police employees covered by Labor Code Section 4850 *et seq.* will be allowed up to one-year leave of absence for an industrial injury or illness without loss of salary in lieu of disability payments, consistent with state law. The employee will continue to accrue sick leave and vacation benefits while in paid status.

8. Sick Leave on Termination

Employees who are terminated or otherwise leave the employment of the District shall receive compensation for unused sick leave, computed pursuant to section IX-G.1. "Payments Upon Termination of Employment."

VII-H. Sick Leave Bank

1. Donation Procedures

Eligible employees with more than 80 hours of accrued sick leave may transfer up to six (6) days or 48 hours of sick leave hours to the District Sick Leave Bank if the employee retains a minimum of 80 sick leave hours. These donated hours are to be given to eligible employee(s) who is/are experiencing a catastrophic illness.

A 'catastrophic illness' is a severe illness or injury which is expected to incapacitate the employee for an extended period of time and which creates a financial hardship because the employee has exhausted all of his/her accumulated paid leave time.

Donations shall be made in writing to the General Manager.

Written donations shall include the name of the employee to receive your donated sick leave hours, if known at the time of the donation, the number of hours to be donated and signed by the donor employee.

Sick leave hours donated will be withdrawn from the donor employee's accrued sick leave bank by the next pay period.

All sick leave hours donated are irrevocable.

2. Using Hours Donated to Sick Leave Bank

Only Regular Full-Time and Regular Part-Time employees are eligible to receive donated sick leave hours. Before receiving donated hours, the employee must exhaust his or her accumulated sick leave, comp time off and all but 40 hours of accrued Vacation Time. These employees must apply in writing for sick leave hours from the District's Sick Leave Bank. This written request must indicate that the employee has a catastrophic illness or injury, is disabled and unable to return to work as verified by an attached physician's statement.

The physician's statement must include an estimate of the time before the employee can return to full work or modified work.

If the employee is able to return to modified work the physician's statement must include all work restrictions.

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If the employee is determined by a physician to be permanently disabled from work, the employee is no longer eligible to receive sick leave from the District's Sick Leave Bank.

The District, at its discretion, is entitled, at District expense, to require an employee who is receiving sick leave from the District's Sick Leave Bank to be examined by a physician mutually agreed upon by the General Manager and the employee.

VII-I. Time off to vote

If an employee does not have sufficient time outside of working hours to vote at a statewide election, the employee may take up to two (2) hours off without loss of pay at the beginning or the end of the day. The employee must request prior approval of time off to vote from the General Manager.

VII-J. Jury Duty and Court Appearances

Regular Full-Time and Regular Part-Time employees who are required to serve as a juror shall be entitled to be absent from his or her job duties during the period of such service.

Employees are required to notify their supervisor immediately to allow time for arrangements to be made to cover their duties and responsibilities while they are serving on jury duty.

Employees are required to return to work if excused from jury duty with more than one half day of their regular workday remaining.

Non-exempt employees will be paid for actual work hours missed because of time spent in jury service or court. Exempt employees will continue to receive their normal salary while on jury duty or serving as a witness in court. The District will offset from pay the amount the employee receives from the Court for jury fees.

Employees who are subpoenaed to appear in court in a case related to District business shall be allowed to do so without loss of compensation unless the employee is appearing as a party or an expert witness in a case unrelated to District business.

VII-K. Bereavement Leave

An employee may request paid time off in the event of a death in the immediate family as defined in Section VII-G.3 "Sick Leave." The employees request will identify the deceased and his or her relationship to the deceased, the number of paid and/or unpaid days requested. The District shall maintain the confidentiality of employee bereavement leave requests, including the confidentiality of any documentation of a family member's death. Such information shall not be disclosed, except to internal personnel or counsel, as necessary, or as otherwise required by law.

Employees who have been employed by the District for at least thirty (30) days are eligible to receive five (5) days of paid bereavement leave related to the death of a family member.

Employees who have been employed by the District for at least thirty (30) days are further entitled to five (5) days of unpaid leave related to the death of a family member.

Family member means a spouse or a child, parent, sibling, grandparent, grandchild, domestic partner or parent-in-law. Bereavement leave need not be taken in consecutive days, but the bereavement leave must be completed within three months of the date of death of the family member.

VII-L. Other Leaves with Pay

1. Organ Donation or Bone Marrow Transplant

Consistent with the provisions of Labor Code Sections 1508-1513, the District will grant paid time off for organ donation and bone marrow transplants.

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VII-M. Family Care and Medical Leave Policy

To the extent not already provided under current leave policies and provisions, the District will provide family and medical care leave for eligible employees as required by state and federal law. Leave under this policy is unpaid. The following provisions set forth certain rights and obligations with respect to such leave. The rights and regulations for taking family care and medical leave are pursuant to the regulations of the California Family Rights Act ("CFRA") and Federal Family and Medical Leave Act ("FMLA"). Unless otherwise provided by law, the District will run each employee's CFRA and FMLA leaves concurrently.

1. Reasons for Leave

Leave is only permitted for the following reasons:

- a. The birth of a child or to care for a newborn of an employee;
- b. The placement of a child with an employee in connection with the adoption or foster care of a child;
- c. Leave to care for a child, parent, or spouse who has a serious health condition (Under the CFRA, "child" means a child, including a child who is 18 years of age or older who is capable of self-care);
- d. Under the CFRA only, leave is permitted to care for a domestic partner, grandparent, grandchild, parent-in-law, sibling or designated person who has a serious health condition. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA;
- e. Leave because of a serious health condition that makes the employee unable to perform any one or more essential functions of his/her position;
- f. Leave for a variety of "qualifying exigencies" arising out of the fact that an employee's spouse, son, daughter, or parent is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation;
- g. Under the CFRA only, leave for a variety of "qualifying exigencies" arising out of the fact that an employee's domestic partner is on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation. Leave for this purpose does not apply to FMLA leave and will not run concurrently with leave under the FMLA; or
- h. Leave to care for a spouse, son, daughter, parent, or "next of kin" who is a covered servicemember of the U.S. Armed Forces who has a serious injury or illness: incurred in the line of duty while on active military duty; or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces. This leave can run up to 26 weeks of unpaid leave during a single 12-month period.

2. Employees Eligible for Leave

An employee is eligible for leave if the employee:

- Has been employed for at least 12 months; and
- Has been employed for at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave; and
- For FMLA leave, the District directly employs at least 50 full or part-time employees within a 75-mile radius for each working day during each 20 or more calendar workweeks in the current or preceding calendar year. The work weeks do not have to be consecutive. The phrase "current or preceding calendar year" refers to the calendar year in which the employee requests the leave or the calendar year preceding this request. This criteria is not required and does not apply in order for an employee to be eligible for CFRA leave.
- Is disabled by reason of pregnancy (i.e. no minimum eligibility period for pregnancy disability leave)

3. Amount of Leave

Eligible employees are entitled to a total of 12 workweeks (or 26 workweeks to care for a covered servicemember) of leave during any 12-month period. If FMLA leave qualifies as both military caregiver leave and care for a family member with a serious health condition, the leave will be designated as military caregiver leave first.

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Pregnancy disability leave may be run concurrently with the employee's 12 weeks of family leave under the FMLA.

4. Substitution of Paid Accrued Leaves

Although family and medical care leave is unpaid, an employee may elect and the District may require an employee to concurrently use all paid accrued leaves during family and care leave as permitted by state and federal laws.

5. Minimum Duration of Leave

If leave is requested for the birth, adoption or foster care placement of a child of the employee, leave must be concluded within one year of the birth or placement of the child. In addition, the basic minimum duration of such leave is two weeks. However, an employee is entitled to leave for one of these purposes (e.g., bonding with a newborn) for at least one day, but less than two weeks duration on any two occasions.

If leave is requested to care for a child, parent, spouse, domestic partner, grandparent, grandchild, sibling or the employee him/herself with a serious health condition, the minimum amount of leave that must be taken is one day. The notice and medical certification provisions of this policy must be complied with.

6. Spouses Both Employed by the District

If both parents of a child, adoptee, or foster child are employed by the District and are entitled to bonding leave:

1. The aggregate number of workweeks of FMLA leave to which both may be entitled may be limited to 12 workweeks during any 12-month period; and
2. Each parent is entitled to take 12 workweeks of CFRA leave during any 12-month period.

If both parents of a covered service member are employed by the District and are entitled to leave to care for a covered service member, the aggregate number of workweeks of leave to which both may be entitled is limited to 26 work weeks during the 12-month period. This limitation does not apply to any other type of leave under this Policy.

7. Employees Benefits While on Leave

While on unpaid leave, employees will continue to be covered by the District's group health insurance to the same extent that coverage is provided while on the job.

If the employee fails to return to work after the entitlement period has been exhausted or expires, the District will no longer pay for group health insurance. The employee may continue group health insurance in accordance with section VII-B "Post-Termination Insurance Benefits (COBRA)."

8. Medical Certification

Employees who request leave must provide a medical certification and/or recertification to support the need for the leave as described below:

Employee's Own Serious Health Condition: Employees who request leave for their own serious health condition must provide written certification from the health care provider that contains all of the following: the date, if known, on which the serious health condition commenced; the probable duration of the condition; and a statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position. Upon expiration of the time period the health care provider originally estimated that the employee needed for his/her own serious health condition, the employee must obtain recertification if additional leave is requested.

Family Member Serious Health Condition: Employees who request leave to care for a child, parent, domestic partner, spouse, grandparent, grandchild, parent-in-law, sibling, or designated person who has serious health condition must provide written certification from the health care provider of the family member requiring care that contains all of the following: the date, if known, on which the

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serious health condition commenced; the probable duration of the condition; an estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, domestic partner, spouse, grandparent, grandchild, parent-in-law, sibling, or designated person and a statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse, domestic partner, grandchild, grandparent, parent-in-law, sibling or designated person. The term "warrants the participation of the employee" includes, but is not limited to, providing psychological comfort, and arranging third party care for the covered family member, as well as directly providing, or participating in, the medical care. Upon expiration of the time period the health care provider originally estimated that the employee needed to care for a covered family member, the employer must obtain recertification if additional leave is requested.

Servicemember Serious Injury or Illness: Employees who request FMLA leave to care for a covered servicemember who is a child, spouse, parent or "next of kin" of the employee, must provide written certification from a health care provider regarding the injured servicemember's serious injury or illness. The District will verify the certification as permitted by the FMLA regulations.

Qualifying Exigency: The first time an employee requests leave because of a qualifying exigency, an employer may require the employee to provide a copy of the military member's active-duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to active-duty status in a foreign country, and the dates of the military member's active-duty service. A copy of the new active-duty orders or similar documentation shall be provided to the District if the need for leave because of a qualifying exigency arises out of a different active duty or call to active-duty status of the same or a different military member. The District will verify the certification as permitted by the FMLA and CFRA regulations.

9. Time to Provide a Medical Certification

When an employee has provided at least thirty (30) days' notice for a foreseeable leave, the employee must provide a medical certification before the leave begins. When this is not possible, the employee must provide the medical certification to the District within the time frame requested by the District (which must allow at least fifteen (15) calendar days after the employer's request), unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts.

10. Consequences of Failure to Provide a Timely or Adequate Medical Certification

If an employee provides an incomplete medical certification, the employee will be given a reasonable opportunity to cure any such deficiency. However, if an employee fails to provide a medical certification within the time frame established in this Policy, the District may delay the taking of FMLA/CFRA leave until required certification is provided or deny FMLA/CFRA protections following the expiration of the time period to provide an adequate certification.

11. Intermittent Leave or Leave on a Reduced Schedule

If an employee requests leave intermittently (a few days or hours at a time) or on a reduced leave schedule for his or her own serious health condition, or to care for a family member with serious health condition, the employee must provide medical certification that such leave is medically necessary. "Medically necessary" means there must be a medical need for the leave and that the leave can best be accomplished through an intermittent or reduced leave schedule. The District may require an employee who certifies the need for a reduced schedule or intermittent leave to temporarily transfer to an alternate position of equivalent pay and benefits that better accommodates the leave schedule.

12. Employee Notice of Leave

Although the District recognizes that emergencies arise which may require employees to request immediate leave, employees are required to give as much verbal or written notice as possible of their need for leave. If leave is foreseeable, at least thirty (30) days' notice is required. In addition, if an employee knows that he/she will need leave in the future, but does not know the exact day(s)

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(e.g. for the birth of a child or to take care of a newborn), the employee shall inform his/her supervisor as soon as possible that such leave will be needed. For foreseeable leave due to a qualifying exigency, an employee must provide verbal or written notice of the need for leave as soon as practicable, regardless of how far in advance such leave is foreseeable.

13. Reinstatement Upon Return from Leave

- a. **Reinstatement to Same or Equivalent Position:** Upon expiration of leave, an employee is entitled to be reinstated to the position of employment held when the leave commenced, or to an equivalent position with equivalent benefits and pay. Employees have no greater rights to reinstatement, benefits, and other conditions of employment than if the employee had been continuously employed during the FMLA/CFRA period.
- b. **Date of Reinstatement:** If a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated on the date agreed upon. If the reinstatement date differs from the original agreement of the employee and the District, the employee will be reinstated within two business days, where feasible, after the employee notifies the employer of his/her readiness to return.
- c. **Employee's Obligation to Periodically Report on Their Condition:** Employees may be required to periodically report on their status and intent to return to work. This will avoid any delays to reinstatement when the employee is ready to return.
- d. **Fitness for Duty Certification:** As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition, which made the employee unable to perform his or her job, the employee must obtain and present a fitness-for-duty certification from the health care provider stating that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement.
- e. **Reinstatement of "Key Employees":** Under the FMLA only, the District may deny reinstatement to a "key" employee (i.e., an employee who is among the highest paid 10 percent of all employed by the District within 75 miles of the worksite) if such denial is necessary to prevent substantial and grievous economic injury to the operations of the District, and the employee is notified of the District's intent to deny reinstatement on such basis at the time the employer determines that such injury would occur. Under the CFRA, the District may not deny reinstatement to a "key" employee during or upon the expiration of CFRA leave.

VII-N. Pregnancy Disability Leave

The District shall administer Pregnancy Disability Leave and Pregnancy Accommodation in accordance with the law. An employee who is disabled because of pregnancy, childbirth, or a related medical condition is entitled to an unpaid leave for up to the number of hours she would normally work within four calendar months (one-third of a year or 17 1/3 weeks). For a full-time employee who works 40 hours per week, "four months" means 693 hours of leave entitlement, based on 40 hour per week times 17 1/3 weeks. An employee who works less than 40 hours per week will receive a pro rata or proportional amount of leave.

Upon the expiration of approved Pregnancy Disability Leave, the employee shall be reinstated to her former position or to a comparable open position if the employee's original position is abolished during the period of leave and the employee would have otherwise not been laid off. For employees being reinstated, the General Manager may require a statement from the attending physician that the employee is able to perform the essential functions of her job. If upon return from leave an employee is unable to perform the essential functions of her job because of a physical or mental disability, the District will initiate an interactive process with the employee in order to identify a potential reasonable accommodation in accordance with these Policies.

Failure to return to work after the authorized pregnancy disability leave results in the employee having no reinstatement rights.

Employees requesting Pregnancy Disability Leave should give reasonable advanced notice of the medical need for leave, date the leave shall commence and the estimated duration of the leave.

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VII-O. Reproductive Loss Leave

The District provides eligible employees who have been employed at least thirty (30) calendar days, with Reproductive Loss Leave, as set forth in this Policy.

Reproductive Loss Leave is available to any person who would have been a parent as a result of a "Reproductive Loss Event," which means the day of, or for a multiple-day event the final day of, a failed adoption, failed surrogacy, miscarriage, stillbirth, or an unsuccessful assisted reproduction.

The following definitions apply regarding a Reproductive Loss Event:

- "Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.
- "Failed surrogacy" means the dissolution or breach of a surrogacy agreement, or a failed embryo transfer to the surrogate. This event applies to a person who would have been a parent of a child born as a result of the surrogacy.
- "Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.
- "Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.
- "Unsuccessful assisted reproduction" means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

Leave may be taken for up to five (5) days per Reproductive Loss Event. The leave is not required to be taken consecutively, but must be completed within three (3) months of the Reproductive Loss Event, with the exception that if an employee is on California Family Rights Act leave, Pregnancy Disability Leave, or another leave protected by state and/or federal law at the time of or immediately following the Reproductive Loss Event, the employee may use their Reproductive Loss Leave within three (3) months of the end date of the other protected leave.

If an employee experiences more than one (1) Reproductive Loss Event within a 12-month period, the District will provide reproductive loss leave of up to twenty (20) days within a 12-month period.

Reproductive Loss Leave is unpaid, but employees may elect to use accrued paid leaves, such as sick leave, personal leave, or vacation, as applicable.

VII-P. American with Disability Act (ADA) Leave/Reasonable Accommodation

In the event an employee develops a disability within the meaning of the ADA and/or applicable California state disability laws and the District is reasonably able to accommodate the limits or restrictions on that employee's ability to work without undue hardship to the District by extending an unpaid leave, the District will do so. In any such cases, the employee must be otherwise qualified to perform the duties of any job that may be made available. In order to determine whether or not the employee's restrictions and/or limitations can reasonably be accommodated, the District will engage in a good faith and timely interactive process. In all such cases, the District will comply with the Americans with Disabilities Act and parallel California laws.

Absent undue hardship or direct threats to the health and safety of employee(s), the District provides employment-related reasonable accommodations to:

1. Qualified individuals with disabilities, both applicants and employees, to enable them to perform essential job functions; and

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2. Employees with conditions related to pregnancy, childbirth, or a related medical condition, if she so requests, and with the advice of her health care provider; and
3. Employee victims of domestic violence, sexual assault, or stalking to promote the safety of the employee victim while at work; and
4. Employees who request reasonable accommodation to address a conflict between religious belief or observance and any employment requirement.

If the disability or the need for reasonable accommodation is not obvious, the District may require the individual to provide reasonable medical documentation confirming the existence of the disability and the need for reasonable accommodation, along with the name and credentials of the individual's health care provider. If the individual provides insufficient documentation, the agency will: 1) explain the insufficiency; 2) allow the employee or applicant to supplement the documentation; and 3) pursue the interactive process only to the extent that the request for reasonable accommodation is supported by the medical documentation provided.

VII-Q. Personal Leave without Pay

Considering valid reasons, the length of service with the District, employee performance and the impact to work, the General Manager, where otherwise not obligated by State and Federal law, may authorize a District Regular Full-Time and Regular Part-Time employee to use leave without pay for the following reasons:

- Continuance of education or training of benefit to the District
- Public Service
- Extended illness or disability

The employee must submit a written request for Leave without Pay to the General Manager. The written request must include the reason, the duration and the employee's expected return to work date.

A Personal Leave Without Pay leave of absence without pay shall not exceed one (1) year, unless otherwise obligated by State or Federal law.

All benefits shall be suspended for the duration of the Leave without Pay, unless otherwise obligated by State or Federal law.

Dental and Health insurance may be continued if the employee pays for 100% of the District's and the employee's premiums plus a 2% administrative fee.

There is no guarantee of reinstatement at the conclusion of unpaid leave.

If an employee fails to return after his or her period of authorized un-paid leave, the employee will not be reinstated.

VII-R. Military Leave

Military Leave shall be granted in accordance with the requirements of State and Federal law. An employee requesting leave for this purpose shall promptly provide to the General Manager a copy of the military orders specifying the dates, sites and purposes of the activity or mission.

Within the limits of such orders, the General Manager may determine when the leave is to be taken and may modify the employee's work schedule to accommodate the request for leave. A copy of USERRA will be given to each employee upon hire.

The Board of Commissioners may by resolution supplement military pay and benefits for employees called to Active Military Duty.

VII-S. Emergency Duty

Time off to perform emergency duty as a volunteer firefighter, reserve police officer or emergency rescue person unless doing so would hinder the availability of emergency services provided by the District.

VII-T. Legal Witness

Time off to serve as a witness in legal proceedings.

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Any employee, who is subpoenaed to appear in court in a matter regarding an event or transaction in the course of his or her job duties, must give his or her supervisor as much advance notice as is possible. The District will determine whether the matter involves an event or transaction in the course of the employee's District's job duties. If so, this leave to appear in court will be without loss of compensation, and the time spent will be considered work time. The District will offset the amount from pay the employee receives for witness fees.

Any employee who is subpoenaed to appear, or appears in court because of civil or administrative proceedings that he or she initiated, is not entitled to receive compensation for time spent related to those proceedings. An employee may request to receive time off without pay or may use any accrued leave other than sick leave for time spent related to those proceedings. The time spent in these proceedings is not considered work time. Notwithstanding the above, an employee who is testifying or appearing as the designated representative in PERB conferences or hearings, or at a personnel or merit commission is entitled to paid release time.

VII-U. Assist Victim of Domestic Violence

Time off to seek relief to help ensure the health, safety, or welfare of a domestic violence victim or the child of such victim. The leave is unpaid unless the employee elects to use 2014 Healthy Workplaces sick leave, accrued vacation or compensatory time off.

VII-V. Requested School Activity

Time off to appear in an employee's child's school pursuant to the request of the school and/or to attend school or day care related activities. Any employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children who are in kindergarten or grades 1 through 12, or who are in a licensed child care facility, shall be allowed up to 40 hours each school year, not to exceed eight hours in any calendar month of the school year, to: participate in activities of their child's school or licensed child care facility; find, enroll, or reenroll a child in a school or with a licensed child care provider; or to pick up a child due to a child care provider or school emergency. The employee must provide reasonable advance notice to his/her supervisor of the planned absence. The leave is unpaid unless the employee uses vacation leave or compensatory time off.

VII-W. Victim of Crime

Time off related to one's status as a victim of crime, such as time off for victims of sexual assault, domestic or serious violent felonies.

VII-X. Attend Drug or Alcohol Rehabilitation Program

Time off related to participation in an alcohol or drug rehabilitation program.

VII-Y. Reimbursement of Expenses

Employees shall be reimbursed for reasonable out of pocket expenses incurred while on specifically authorized District business pursuant to the Ventura Port District Expense Reimbursement Policy. Automobile mileage for privately owned vehicles shall be reimbursed at the current Internal Revenue Service approved rate except as otherwise stipulated by the Board.

VII-Z. Optional Benefit Plan

The District may provide an Optional Benefit Plan for Regular and Probationary employees. Such a program may be established by the Board and may provide certain funds for reimbursement of various personal and professional expenses incurred by the employee. A copy of the plan may be obtained from the Accounting Department.

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VII-AA. Full-Time Employee Incentive Pay Programs

1. Educational Incentive Pay Program:

- \$25 per pay period for full-time employees who currently possess an Associate's Degree or who obtain an Associate's degree while employed with the District. The annual on-going benefit is \$650. Employees will provide degree documentation to Accounting.
- \$50 per pay period for full-time employees who currently possess a Bachelor's Degree or who obtain a Bachelor's Degree while employed with the District. Annual on-going benefit \$1,300. Employees will provide degree documentation to Accounting.
- \$75 per pay period for full-time employees who currently possess a Master's Degree or who obtain a Master's Degree while employed with the District. Annual on-going benefit \$1,950. Employees will provide degree documentation to Accounting.

2. Bilingual Incentive Pay Program:

- \$25 per pay period for those full-time employees who test as basic/semi-fluent in reading and writing or listening and speaking at an English/Spanish level through a District designated testing program. The District will cover the cost of this testing once per year for each interested full-time employee. Participants of this incentive will be expected to provide translation services as part of their ongoing work duties. The annual benefit is \$650.
- \$50 per pay period for those full-time employees who test as basic/semi-fluent in reading and writing and listening and speaking at an English/Spanish level through a District designated testing program. The District will cover the cost of this testing once per year for each interested full-time employee. Participants of this incentive will be expected to provide translation services as part of their ongoing work duties. The annual benefit is \$1,300.
- \$75 per pay period for those full-time employees who test as fluent in reading and writing and listening and speaking at an English/Spanish level through a District designated testing program. The District will cover the cost of this testing once per year for each interested full-time employee. Participants of this incentive will be expected to provide translation services as part of their ongoing work duties. The annual benefit is \$1,950.

3. Fitness/Wellness Cost Reimbursement:

- The District shall provide to full-time employees a fitness/wellness cost reimbursement for the employee's gym and/or aquatics membership of up to \$300 per calendar year. To be eligible to receive the cost reimbursement, employees must submit a completed request for cost reimbursement form with supporting receipts/documentation and receive approval on the request from the District. The District shall have sole discretion in the approval of all requests. Employees will endeavor to submit a single completed request for cost reimbursement that covers each calendar year.

4. Notary Pay

- The District shall provide to any full-time employee who is designated by the District to sign documents as a certified Notary Public a \$25 notary pay to be paid in each pay period that the notary certification is maintained. The General Manager (or designee) will designate which employees shall serve as notary publics for the District. Those employees, and only those employees, are eligible to receive notary pay. Notary pay is paid whether or not any notary services were actually provided during the pay period. As a condition of receiving notary pay, designated employees are expected to be available to provide District notary public services as needed.
- A current copy of the designated notary public's license must be placed on file with the District and it is the employee's responsibility to keep the license current at all times. Expenses incurred related to becoming or maintaining certification as a notary public will be reimbursed subject to preapproval by the General Manager (or designee), submission of related receipts to the District, and review approval by the General Manager (or designee).

VIII. TRANSITION WORK ASSIGNMENT PROGRAM

The Transition Work Assignment Program (TWA) enables employees who are physically unable to perform their usual jobs to fill other important roles at the Port District. The program helps employees earn their salary while recovering from injuries or serious medical conditions and at the same time benefits the Port District by allowing the Port District to utilize its workforce efficiently and effectively.

VIII-A. Employees Eligible to Participate

Participation is available for all Port employees who:

- Have a serious medical condition or injury, whether occupational or not.
- Can be expected to return to their usual and customary duties in a time period that does not impose an undue hardship on the Port District.
- Have medically-based temporary work restrictions from an authorized medical provider.
- Have reached Permanent and Stationary/Maximum Medical Improvement status and clarification of permanent restriction is still pending.

VIII-B. Employees Not Eligible to Participate

The Transition Work Assignment Program does not apply to employee who:

- Have reached Permanent and Stationary/Maximum Medical Improvement status and/or have permanent work restrictions. In such cases reasonable accommodations will be considered.
- Have been unable to demonstrate adequate progress toward performing usual and customary duties. In such cases, reasonable accommodations will be considered.

VIII-C. Employee Participation

Employees participating in the Transitional Return to Work Program:

- Will meet with the supervisor who will explain the program, their responsibilities and help monitor progress toward recovery.
- Will be assigned transitional work that can be performed safely and in compliance with the restrictions assigned by the doctor.

Transitional work assignments are not the employee's regular duties, they are temporary assignments or modifications to regular duties and generally limited to not more than ninety(90) days. Extensions of the 90-day limit will be considered in cases where it appears that the extension would be consistent with the goals of the program. (For example, where the employee cannot get treatment within the 90-day time frame, but it does appear that they have a treatable condition and will be able to return to their usual and customary duties within a reasonable time frame). If the District is unable to continue the transitional work assignment for the employee after ninety (90) days, then the District will engage in the interactive process with the employee to consider any other reasonable accommodations.

Transitional work assignments are varied so employees with a wide variety of physical restrictions can participate.

Ideally, transitional work assignment will become more physically demanding as the employee's medical status improves.

Within the limits noted by the employee's physician, employees will be assigned to work as closely as possible to their normal schedule.

Employees may be assigned to a temporary supervisor while in the program; however, their regular supervisor will also follow their progress.

Employees will be expected to report on time to their assigned work location and to follow applicable time and attendance procedures.

Employees in the TWA will be paid their usual rate of pay but will generally not be eligible for overtime.

All applicable Port District policies and procedure apply to employees in a TWA.

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Collective bargaining agreements remain in effect during a TWA.

VIII-D. Employee Responsibilities

Employees participating in the TWA are responsible to:

- Perform transitional work tasks as assigned
- Notify transitional and regular supervisor of any change in address/phone number.
- Attend all medical appointments necessary to assist in recovery.
- Keep the treating physician informed of task assignments and progress in returning to the employee's usual and customary job.
- Work within the restrictions set by the employees treating physician. If the employee believes he/she cannot perform the tasks assigned, immediately notify the transitional supervisor.
- Report workplace injuries to their designated supervisor as soon as possible in accordance with established procedures.
- Keep required licenses, etc. up-to-date for return to their usual and customary job.

IX. SEPARATIONS FROM SERVICE

Employees may be separated from service through voluntary resignation, job abandonment, dismissal or layoff.

IX-A. Voluntary Resignation

An employee wishing to resign from the District in good standing shall submit a written letter of resignation as soon as possible before the effective date of resignation. A resignation becomes final when accepted in writing by the General Manager. Once the General Manager has accepted a resignation in writing, it is final and cannot be withdrawn. If the employee fails to give reasonable notice in light of the circumstances surrounding the resignation and the nature of employee's position, that failure may be cause for denying future employment with the District.

IX-B. Job Abandonment

An employee is considered to have resigned from his/her position if the employee is absent for five (5) consecutive workdays without prior authorization and without notification during the period of absence. No later than the third working day of unauthorized absence, the supervisor shall contact the employee by telephone or other means if possible or by overnight letter to the employee's last known address informing the employee that if the employee fails to report to work within two (2) workdays, or receive authorization for such absence, the employee will be deemed to have resigned. Employees separated from employment for job abandonment will be reinstated with such charge removed from the employee's record upon presentation of justification for absence such as severe accident, severe illness, arrest/detention, or mental or physical impairment that prevented notification. Employees have no right to a post-separation appeal if deemed to have resigned as a result of job abandonment.

IX-C. Dismissal

All District employees not employed on an at-will basis that are to be dismissed are entitled to the rights and procedures set forth in Section X-C, "Disciplinary Appeal Procedure."

All other employees may be dismissed at will, with or without cause, and do not have any of the rights set forth in Section IX-C, "Disciplinary Appeal Procedure."

IX-D. Layoff

Whenever in the judgment of the Board, a reduction in personnel is necessary because of lack of work, lack of funds, or whenever advisable in the interests of economy, an employee may be laid off or demoted for non-disciplinary reasons.

1. Notice of Layoff

Employees to be laid off shall be given, whenever possible, at least twenty-one (21) calendar days prior notice. The written notice of layoff shall include: (a) the reason(s) for the layoff, (b) the fact that the employee may have rights to accept demotion in lieu of layoff; (c) the effective date of the

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layoff, (d) the seniority considerations taken into account concerning those to be laid off, and (e) information regarding the likelihood of possible reinstatement.

2. Layoff by Seniority

Employees shall be laid off in the inverse order of their seniority in their classification. Seniority shall be determined based upon the length of employment in the affected classification or promotion to the classification and higher classifications. A lay off out of the inverse order of Seniority may be made if, in the General Manager's sole judgment, retention of special job skills is required. 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, the selection of the employees to be laid off will be decided by lottery.

3. Demotion in Lieu of Layoff and Displacement

The General Manager may choose to demote employees in lieu of layoff when possible and under the appropriate circumstances. Employees in lower positions may be subject to displacement by demoted senior employees in the event of layoff. Employees in lower positions will be displaced in inverse order of their length of employment in the position.

4. Appeals Procedure for Layoffs

Employees may appeal to the Board in writing within thirty (30) days after receiving notice of layoff on the ground that the required procedure had not been complied with, that the layoff was made in pretextual and/or discriminatory manner or was otherwise improper. Within thirty (30) days after such written appeal is filed, the Board or a committee of the Board may hold such hearing or investigation as it deems necessary. The Board's decision is final.

5. Re-Employment Rights for Laid-off Employees

Regular Full-Time and Regular Part-Time employees, who have received a satisfactory or better evaluation for the 12 months prior to lay off, have completed their probationary period and who have been laid off, shall be automatically placed on a re-employment list for one (1) year for the classification from which they were laid off. The employee may be rehired should the position be reinstated within one (1) year of the effective date of the layoff or a new position be created within one (1) year which requires substantially the same duties.

IX-E. Reinstatement

A regular employee who has resigned, or has otherwise separated while in good standing, may be considered for reinstatement, upon recommendation of the General Manager, to a position in the former employee's classification for a period of one year after resignation or separation. The employee shall be reinstated to the salary range or step held at the time of resignation or separation and shall receive a new anniversary date that shall be the first date of employment upon reinstatement. The employee will serve a new probationary period.

IX-F. Re-Employment

The names of regular employees who have been laid off shall be placed on a re-employment list in the order of their seniority in the classification from highest to lowest. The names of these employees shall remain on this list for a period of one year unless such person is re-employed sooner. The employee must be declared "fit for duty" by a physician of the District's choosing before being considered for re-employment.

As a vacancy within the classification becomes available, the name appearing at the top of the list shall be selected to fill the vacancy.

An employee, who is selected from the list to fill the vacancy and refuses the assignment, shall be taken off the list and will not be considered further for re-employment.

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Employees who are demoted as a result of a layoff shall have their names placed on a classification re-employment list in order of their classification seniority. Vacant positions within a classification series shall be first offered to employees on this list.

IX-G. Payments Upon Termination of Employment

Upon termination of employment, and after the employee has returned all property belonging to or issued by the District, the employee shall receive termination pay as follows:

1. Any unused sick leave, up to 720 hours, will be paid at the following rate:
0 through 5 years of service - 12.5%
6 through 10 years of service - 25%
After 10 years of service - 37.5%
2. Unused compensatory time, up to 40 hours, will be paid at 100% at the employee's regular rate of pay.
3. Unused vacation time, up to 250 hours, will be paid at 100% at the employee's current base hourly rate.
4. Severance pay when specifically authorized by the Board.

X. DISCIPLINARY ACTION

X-A. Grounds for Discipline

Grounds for Discipline include, but are not limited to the following:

1. The conviction of either a misdemeanor involving moral turpitude, or a felony shall constitute grounds for dismissal of any employee. The record of conviction shall be conclusive evidence of the fact that the conviction occurred. The General Manager may inquire into the circumstances surrounding the commission of the crime in order to fix the degree of discipline. A plea or verdict of guilty, or a conviction showing a plea of nolo contendere is deemed to be a conviction within the meaning of this Section.
2. A D.U.I. conviction shall be handled in accordance with the District's Drug-Free Workplace Policy but may be grounds for dismissal if the employee's position requires the operation of District vehicles and the employee is deemed to be "uninsurable" by the District's insurance carrier.
3. Activity, which has as its goal the overthrow of government.
4. Unlawful discrimination or harassment on the basis of race, religious creed, color, national origin, medical condition, ancestry, physical handicap, marital status, actual or perceived sexual orientation, gender, age, or any other protected classification against the public or other employees, while acting in the capacity of a District employee.
5. Sexual Harassment or other Harassment or Discrimination based on a Protected Classification.
6. Bullying/Abusive Conduct: Aggressive behavior which is intended to physically or psychologically harm or intimidate another person.
7. Retaliation against any other employee or member of the public who in good faith reports, discloses, divulges, or otherwise notifies an appropriate authority regarding a suspected violation of any law which occurs on the job or is directly related to employment with the District.
8. Refusal to subscribe to any order or affirmation, which is required by law in connection with District employment.
9. Fraud in securing employment or making false statement on an application for employment.
10. Dishonesty involving employment.

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11. Acceptance from any source of a reward, gift, or other form of remuneration in addition to regular compensation of an employee for the performance of his or her official duties.
12. Making false or malicious statements concerning any employee, the District or the District's policies or practices.
13. Unsatisfactory performance, i.e., inability to comply with the minimum standard of an employee's position for a significant period of time.
14. Inefficiency or inexcusable neglect of duty, i.e., failure to perform duties required of an employee within his/her position.
15. Disobedience: The willful failure to comply with the legal and appropriate orders or directions of a person in a supervisory position.
16. Insubordination or insulting or demeaning the authority of a supervisor or manager.
17. Lack of self-restraint.
18. Incompetence.
19. Improper or unauthorized use of District property.
20. Misuse of District property.
21. Inattention to duty or negligence in the care and handling of District property.
22. Any willful act or conduct undertaken in bad faith, either during or outside of the duty hours, which is of such a nature that it causes discredit to the District or the employee's Department.
23. Willful violation of any of the provisions of the ordinances, resolutions or any rules, regulations or policies, which may be prescribed by the District.
24. Engaging in any of the drug related conduct forbidden pursuant to Section XIII, "Drug-Free Workplace" of this Manual. For example, being under the influence of or in possession of alcohol or illegal drugs or narcotics while on duty, being impaired by alcohol or illegal drugs while on duty which could impact the employee's ability to do his or her job. The provisions of section XIII – Drug Free Workplace will be followed prior to possible termination.
25. Absence without authorized leave or unexcused tardiness
26. Excessive absenteeism or inexcusable absence without leave.
27. Abuse of sick leave, i.e., taking sick leave without a doctor's certificate when one is required, or misuse of sick leave.
28. Failure to observe safety precautions.
29. Possession of a gun, rifle, crossbow, or other dangerous weapons while on duty and/or on District property when not required by job duties.
30. Violation of the rules and regulations enacted or prescribed by the District, Department or Section.
31. Outside employment not specifically authorized by the General Manager.
32. Improper political activity on duty. Example: Those campaigning for or espousing the election or non-election of any candidate in national, state, county, or municipal elections while on duty and/or during working hours or in a District uniform on or off duty; or the dissemination of political material of any kind while on duty and/or during working hours or in uniform.
33. Working overtime without authorization.

X-B. Procedures for Taking Disciplinary Action

1. At-will employees
All District employees are employed on an at-will basis unless otherwise expressly provided for in an applicable collective bargaining agreement, employment contract, the District Commission's governing statutes, or another part of these rules. All District employees employed on an at-will basis may be disciplined or separated at will, with or without cause, and without the disciplinary procedures listed below.
2. All other employees
The following discipline procedures only apply to District employees not employed on an at-will basis. The following discipline procedures apply only to suspension without pay for three (3) days or more, demotion, reduction in pay, dismissal, or any combination thereof.

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- a. "Business Day"
A "Business Day" is any day the District is open to the public, i.e. any day except Saturdays, Sundays and legal holidays recognized by the District.
- b. "Skelly" Notice of Intended Disciplinary Action
Whenever the appropriate authority intends to suspend an employee for three (3) days or more, demote the employee, reduce the employee in pay or dismiss the employee, the appropriate authority or his designee shall give the employee a written notice of discipline which sets forth the following:
- i. The level of disciplinary action intended;
 - ii. The specific charges upon which the intended discipline is based;
 - iii. A summary of the facts upon which the charges are based;
 - iv. A copy of all written materials, reports, or documents upon which the intended discipline is based;
 - v. Notice of the employee's right to respond to the General Manager or his designee regarding the intended discipline within fifteen (15) business days from the date of the notice, either by requesting a *Skelly* conference, or by providing a written response, or both;
 - vi. Notice that failure to respond at the time specified shall constitute a waiver of the right to respond prior to final discipline being imposed; and
 - vii. Notice of the employee's right to have representative of his or her choice at the *Skelly* conference.

The General Manager or his or her designee has the authority to place an employee on paid administrative leave during the District's investigatory process and up to imposition of discipline. Placement on paid administrative leave is not a disciplinary action. While on paid administrative leave an employee will continue to receive pay and benefits.

- c. Response by Employee and *Skelly* Conference
After receiving the affected employee's response to the Notice of Intended Disciplinary Action, the General Manager or designee will conduct an informal meeting with the employee. During the informal meeting, the employee shall have the opportunity to rebut the charges against him or her and present any mitigating circumstances. The General Manager or designee will consider the employee's presentation before issuing the disciplinary action. The employee's failure to attend the conference, or to deliver a written response by the date specified in the *Skelly* notice, is a waiver of the right to respond, and the intended disciplinary action will be imposed on the date specified in the *Skelly* letter.
- d. Final Notice of Disciplinary Action
After the *Skelly* conference and or timely receipt and consideration of the employee's written response, or the expiration of the employee's time to respond to the notice of intent, the General Manager or designee shall:
- i. Dismiss the notice of intent and take no disciplinary action against the employee; or
 - ii. Modify the intended disciplinary action; or
 - iii. Prepare and serve upon the employee a final written notice of disciplinary action.

The final notice of disciplinary action shall include the following:

- i. The level of disciplinary action taken;
- ii. The effective date of the disciplinary action taken;
- iii. Specific charges upon which the discipline is based;
- iv. A summary of the facts upon which the charges are based;
- v. A copy of all written materials, reports and documents upon which the disciplinary action is based; and

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- vi. A reference to the employee's appeal right.

X-C. Disciplinary Appeal Procedures

District employees subject to disciplinary action have certain rights of appeal within the Ventura Port District. These appeal rights are in addition to any other rights that may be provided by statute or other law.

1. **Peace Officers Bill of Rights**
The current Peace Officers Bill of Rights is applicable to any District employee who is designated as a Peace Officer.
2. **Request for Appeal Hearing before a Subcommittee of the Board**
After receiving the final decision of the General Manager or designee, the employee may submit a written request for an appeal hearing before a subcommittee of the Board within fourteen business (14) days from receipt of the final notice of discipline. Failure to file a timely written request for an appeal waives the right to an appeal hearing and any appeal of the discipline. The subcommittee of the Board must grant the affected employee a hearing in a contested disciplinary action. Hearings may be held by the subcommittee of the Board or by any authorized representatives. The subcommittee or any authorized representative shall render a final written decision, which in its judgment is just and proper.
3. **Conduct of Hearing**
At the hearing before the subcommittee of the Board or authorized representatives, both the District and the employee shall be entitled to present evidence tending to support their position. That evidence may be in the form of documentary evidence, or the testimony of witnesses, under oath, be that testimony either live or by affidavit. Both the District and affected employee shall have the right to have legal representation at the hearing.

XI. GRIEVANCE PROCEDURES

If a represented employee group has negotiated a Memorandum of Understanding or Collective Bargaining Agreement with grievance procedures included, those grievance procedures will take precedence over these procedures for the employees covered by that MOU or CBA.

XI-A. Definition of Terms

A "grievance" is a written allegation by an employee, submitted as specified in these policies, claiming an alleged violation(s) of a specific provision of the Human Resources Manual, MOU, CBA or other District policy. In most cases, an employee must exhaust the internal remedies before seeking other methods of review that might be provided by law. A grievance does not apply to the following:

- To appeal any action taken per Section X-C, Disciplinary Appeal Procedure;
- For resolution of complaints;
- To grieve items identified in section II as "Management Rights";
- In cases of oral reprimand;
- To challenge job assignments;
- To challenge promotional examinations or appointments.

A "Business Day" is any day the District is open to the public, i.e. any day except Saturdays, Sundays and legal holidays recognized by the District.

XI-B. Grievance Process

1. **Filing a Grievance**
Within ten (10) business days of the date the employee knew or should have known of the incident giving rise to the grievance, the employee must file a formal written grievance with his or her supervisor or with the General Manager if appropriate. This time limit shall be strictly adhered to. Any grievance filed more than ten (10) business days from the date the employee knew or should

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have known of the act or omission giving rise to the incident shall be rejected and will not be processed further. The parties may extend time limits by mutual consent.

In filing a grievance, the employee must state each of the following:

- The specific section of the Human Resource Manual, MOU, CBA or other District policy allegedly violated, misinterpreted or misapplied;
- The specific facts regarding how the alleged violation, misinterpretation or misapplication occurred;
- The date or dates on which the alleged violation, misinterpretation or misapplication occurred;
- What documents, witnesses or other evidence support the employee's position;
- The remedy requested;
- The identity of the individual representing the employee, if employee is not representing himself or herself.

While a formal grievance is pending, the employee is expected to continue to perform job functions and conduct himself or herself in a manner so as not to disrupt the conduct of business within the District, and, if at all possible, not to let the existence of the grievance interfere with productivity.

2. The Grievance Steps

Step 1 Resolution with Supervisor: The immediate supervisor shall meet and review the grievance with the employee and respond to the employee in writing within five (5) business days from the date of the meeting.

Step II General Manager: If the employee believes that the grievance has not been resolved through Step I, the employee may appeal to the General Manager. The General Manager shall meet and review the grievance appeal with the employee and respond in writing to the employee within thirty (30) days from the date of the meeting.

If the Grievance involves the General Manager, the Board of Port Commissioners shall appoint a sub-committee to meet and review the grievance with the employee and respond in writing to the employee within thirty (30) days from the date of the meeting.

Failure of the grievant to comply with the time limits of the grievance procedures constitutes settlement and resolution of the grievance on the basis of the last disposition.

3. Limitations on the Decisions of Those Hearing Employee Grievances

Those designated to hear employee grievances shall neither add to, detract from, nor modify the language of the District rules or policies in considering the issues brought to them.

The written response shall be confined to the precise issues raised and submitted by the grievant.

Any monetary award granted to the grievant is limited to lost wages or benefits measured from the date of the grievance forward. No other monetary award shall be granted.

XII. POLICY AGAINST DISCRIMINATION, HARASSMENT AND RETALIATION

The Ventura Port District has a strong commitment to prohibiting and preventing discrimination, harassment, and retaliation in the workplace. This Policy establishes a complaint procedure for investigating and resolving internal complaints of discrimination, harassment, and retaliation. The District encourages all covered individuals to report any conduct they believe violates this Policy as soon as possible. Retaliation against any individual for making a complaint, or for participating in a discrimination or harassment investigation, is also improper and constitutes a violation of the policy. Any discrimination, harassment or retaliation which violates this policy will not be tolerated.

The individuals covered by this Policy are: applicants, employees regardless of rank or title, elected or appointed officials, interns, volunteers, and contractors. This Policy applies to all terms and conditions of

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employment, internships, and volunteer opportunities, including but not limited to, selection hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities and compensation.

Employees who violate this policy may be subject to disciplinary action up to and including termination.

XII-A. Definitions

1. Protected Classification

This policy prohibits harassment, discrimination, or retaliation because of an individual's protected classification. "Protected Classification" includes race, religious creed, color, gender, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, age (40 and over), sexual orientation, gender expression, gender identity, military or veteran status, reproductive health decision making, or any other basis protected by law. This Policy prohibits discrimination, harassment, or retaliation because: 1) of an individual's protected classification; 2) the perception that an individual has a protected classification; or 3) the individual associates with a person who has or is perceived to have a protected classification.

2. Protected Activity

This Policy prohibits discrimination, harassment, or retaliation because of an individual's protected activity. Protected activity includes: making a request for or receiving an accommodation for a disability; making a request for or receiving accommodation for religious beliefs or practices; making or supporting a complaint under this Policy; opposing violations of this Policy; or participating in an investigation pursuant to this Policy.

3. Harassment

Harassment can consist of virtually any form or combination of verbal, physical, visual, or environmental conduct. It need not be explicit or even specifically directed at the victim. Sexually harassing conduct can occur between people of the same or different genders.

Harassment includes, but is not limited to, the following types of behavior that are taken because of a covered individual's actual or perceived protected classification:

- a. Verbal: Inappropriate or offensive remarks, slurs, jokes, or innuendoes based on actual or perceived race, gender, religious creed, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, gender identity, genetic information or any other basis protected by Federal, State or local law. This may include, but is not limited to, inappropriate comments regarding an individual's body, physical appearance, attire, sexual prowess, marital status, pregnancy, sexual orientation, unwelcome flirting or propositioning; demands for sexual favor; verbal abuse, threats or intimidation, or patronizing or ridiculing statements that convey derogatory attitudes about a particular person in a protected category.
- b. Physical: Inappropriate or offensive touching, assault, impeding or blocking movement, or physical interference with free movement. This may include, but is not limited to, kissing, patting, lingering or intimate touches, grabbing, massaging, pinching, leering, staring, unnecessarily brushing against or blocking another person, whistling or sexual gestures.
- c. Visual or Written: The display or circulation of offensive or derogatory visual or written material related to race, sex, religious creed, national origin, ancestry, disability, medical condition, marital status, age, gender identity, genetic information, sexual orientation, or any other basis protected by Federal or State law. This may include, but is not limited to, posters, cartoons, drawings, graffiti, reading materials, e-mail, computer graphics or electronic media transmission.
- d. Environmental: A work environment that is permeated with sexually oriented talk, innuendo, insults, or abuse. A hostile environment can arise from an unwarranted focus on sexual topics or sexually suggestive statements. An environment may be hostile if unwelcome sexual behavior is directed specifically at an individual or if the individual merely witnesses unlawful harassment in his or her immediate surroundings. The determination of whether an

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environment is hostile is based on the totality of the circumstances, including such factors as the frequency of the conduct, the severity of the conduct, whether the conduct is humiliating or physically threatening, and whether the conduct unreasonably interferes with an individual's work. A hostile work environment may also be created by the above-described behavior directed toward employees in other categories protected by state and federal non-discrimination laws. As with sexual harassment, these types of harassing behaviors are prohibited.

Romantic or sexual relationships between supervisors and subordinate employees are discouraged. There is an inherent imbalance of power and potential for exploitation in such relationships. The relationship may create an appearance of impropriety and lead to charges of favoritism by other employees. A welcomed sexual relationship may change with the result that sexual conduct that was once welcomed becomes unwelcome and harassing.

Harassment, sexual or otherwise, is not within the course and scope of an individual's employment with the District.

4. Discrimination

This Policy prohibits treating covered individuals differently and adversely because of the individual's protected classification, actual or perceived; because the individual associates with a person who is member of a protected classification, actual or perceived; or because the individual participates in a protected activity as defined in this Policy.

5. Retaliation

Retaliation occurs when adverse conduct is taken against a covered individual because of the individual's protected activity as defined in this Policy. "Adverse conduct" may include but is not limited to: disciplinary action, counseling, taking sides because an individual has reported harassment or discrimination; spreading rumors about a complainant or about someone who supports or assists the complainant; shunning or avoiding an individual who reports harassment or discrimination; or making real or implied threats of intimidation to prevent or deter an individual from reporting harassment or discrimination.

XII-B. Prohibited Supervisory or Managerial Behavior

No supervisor, manager, or other authority figure may condition any employment, employee benefit or continued employment in the Ventura Port District on the applicant or employee's acquiescence to any of the behavior defined above.

No supervisor, manager, or other authority figure may retaliate against any applicant or employee, because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation, proceeding or hearing conducted by an authorized investigator.

VII-C. Behavior Prohibited by All Persons

No supervisor, manager or any other District employee shall create a hostile or offensive work environment for any other person by engaging in any discriminatory or harassing behavior or by tolerating it on the part of any employee of the District.

No person in the District may retaliate against any employee because that person has opposed a practice prohibited by this policy or has filed a complaint, testified, assisted or participated in any manner in an investigation proceeding or hearing conducted by an authorized investigator.

No person shall destroy evidence relevant to an investigation of discriminatory harassment.

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XII-D. Obligations of Supervisors/Managers

Supervisors and Manager shall take all steps necessary to prevent harassment, discrimination and, retaliation from occurring, including monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language.

Supervisors and Managers shall receive complaints in a fair and serious manner, and documenting steps taken to resolve complaints and follow up with those who have complained to ensure that the behavior has stopped and that there are no reprisals.

A copy of this policy shall be provided to all employees of the District, as well as displayed in prominent locations throughout the District.

A copy of the information sheet on sexual harassment prepared by the Civil Rights Department is available to all District employees upon request.

The District shall periodically notify employees of the procedures for registering a complaint as well as available redress. Such notification shall occur through the normal channels of communication.

The District shall make available upon request information from the Civil Rights Department and the Equal Employment Opportunity Commission on the procedures for filing claims of sexual harassment with these entities.

A copy of this Discrimination and Harassment Policy shall appear in any District publication that sets forth the comprehensive rules, regulations, procedures and standards of conduct for employees.

Employees of the District shall receive periodic training on this policy.

XII-E. Complaint Procedure for Discrimination or Harassment

1. Obligations of All Employees

All employees of the District should immediately report any conduct that they believe violates the District's discrimination, harassment or retaliation policies based on actual or perceived race, religious creed, gender, national origin, ancestry, disability, medical condition, marital status, age, sexual orientation, gender expression, gender identification or any other protected classification. This includes conduct they personally experience or directly observe, whether or not the employee who is the object of the conduct reports the conduct. This also includes conduct by non-employees, such as tenants, contractors, the Board of Port Commissioners, sales representatives or vendors.¹

Employees should immediately report the conduct to their supervisor, manager, any other manager or the General Manager. Under no circumstances shall employees of the Ventura Port District who believe they have been the victims of discrimination, harassment or retaliation be required to first report that harassment to a supervisor or other authority figures if that person or authority figure is the individual who has done the harassing. These employees should instead report the conduct to any supervisor, manager, department head or the General Manager. If the subject of the discrimination, harassment or retaliation is the General Manager, the employee should bring the conduct to the attention of any Board member who shall forward the information to the Chair of the Board.

All employees must cooperate with any investigation of any alleged act of discriminatory harassment conducted by the District or its agents.

¹ The District's employees must understand that the District cannot prevent members of the General Public from exercising their First Amendment Rights to Free Speech, which includes the right to swear and be disrespectful.

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2. Responsibilities of Supervisors or Management

Any supervisor, manager or Department Head who receives a complaint regarding discrimination, harassment or retaliation shall immediately report it to the General Manager or a Board Member if appropriate.

Under no circumstance shall a supervisor, manager Department Head or other authority figure retaliate in any way against an employee who has made a complaint or who has provided information as a witness to an incident of alleged discrimination or harassment.

All supervisors and managers are required to maintain confidentiality to the extent possible in communicating or investigating any claim of alleged discrimination or harassment.

XII-F. Investigation/Corrective Action

A covered individual who believes he or she has been subjected to discrimination, harassment or retaliation may make a complaint -- orally or in writing -- to any supervisor, manager, or department head, without regard to any chain of command. Any supervisory or management employee who receives a harassment complaint should immediately notify the General Manager. Upon receiving notification of a harassment complaint, the General Manager will authorize an investigation or conduct an investigation of the complaint. The investigation will be conducted in a manner that ensures, to the extent feasible, the privacy of the parties involved.

The person designated to investigate shall immediately report in writing the findings of fact to the General Manager. The General Manager will determine whether the policy has been violated and communicate the conclusion to the complainant.

Disciplinary action shall be decided in accordance with the Ventura Port District policy and after consultation with the General Manager.

XIII. EMPLOYEE CONDUCT AND RESPONSIBILITIES

XIII-A. Conduct

District employees are expected to conduct themselves at all times in a manner which will reflect favorably on the District, and which engenders the respect of the public. Employee conduct includes their actions as well as any form of communication, including but not limited to verbal, electronic, and social media.

XIII-B. Job Responsibilities

Employees are expected to be prompt in reporting to work and are further expected to carry out their job duties conscientiously until the end of their shift. As an integral member of the District, every employee should actively seek out ways to improve their job performance, as well as to improve the overall efficiency and effectiveness of the District.

XIII-C. Care of Equipment

District employees must respect District equipment and guard against misuse, abuse, and waste of District supplies, equipment, and other property.

XIII-D. Use of District Equipment Prohibited

Personal use of District equipment is prohibited. Employees are expected to avoid any use of District equipment or communication with District equipment, which is unrelated to District business, destructive, wasteful, or illegal. No employee shall allow any unauthorized person to rent, borrow, or use any Port District equipment.

XIII-E. Personnel Records

Employees must notify the personnel office of any change in information contained in their personnel records, including, but not limited to changes of name, address, marital status, and emergency contacts.

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XIII-F. Employee Dress Code

The District has adopted the following standards of dress for its employees:

- All clothing must be neat, clean and in good repair.
- Prescribed uniforms and safety equipment must be worn where applicable.
- Footwear must be appropriate for the work environment and functions being performed.
- Hair must be neat, clean and well groomed.
- Beards, mustaches and sideburns must be maintained in a neat and well-groomed fashion.
- Jewelry is acceptable except in areas where it constitutes a health or safety hazard.
- Good personal hygiene is required.
- Dress must be professionally appropriate to the work setting, particularly if the employee deals with the public.

The General Manager will serve as the final authority on the appropriateness of dress.

XIII-G. Outside Employment

Full-time employees of the District are expected to devote to the District the hard work and commitment that public service demands. As such, the District generally expects its employees to limit their employment efforts to the District alone and not to seek or accept outside employment. However, those employees wishing employment with another employer concurrently with their employment with the District may petition the General Manager for permission to accept outside employment. If the General Manager determines that the outside employment will not interfere with the employee's ability to carry out his or her District responsibilities and that such employment will not impact negatively on the employee's efficiency or commitment to the District, the General Manager may grant written approval for such outside employment. Additionally, the General Manager will determine whether the outside employment presents a conflict of interest for the employee and may deny permission for outside employment should a conflict of interest arise.

In the event that approval is given, the District may at any time revoke that approval if it becomes evident that the outside employment is affecting the employee's job performance with the District, putting that employee at risk for potential injury or creating a conflict of interest.

XIII-H. Violations and Penalties

Any violation of the provisions contained in the policy on use of District property or unauthorized outside employment constitute sufficient grounds for disciplinary action, up to and including dismissal.

XIII-I. Smoking

In order to maintain a safe, comfortable working environment and to ensure compliance with applicable laws, smoking in District offices and facilities is strictly prohibited. Employees shall not smoke within twenty feet of any entrance or window of a District workplace. Employees may not smoke in any District vehicle or vessel. If an employee observes a non-employee smoking in an enclosed workplace, the employee shall request, when appropriate, that the non-employee who is smoking refrain from smoking in the enclosed workplace. Because the District may be subject to criminal and civil penalties for violations of applicable smoking laws, we must insist on strict adherence to this policy. Employees smoking in a non-smoking area will be subject to disciplinary action.

XIII-J. Safety

Employee safety is a top priority at the Ventura Port District. All employees are expected to take every necessary precaution to ensure a safe work environment and to avoid injury both to themselves as well as to others. Any unsafe working conditions or accidents on the job must be reported to a supervisor immediately, regardless of extent. The District shall furnish each employee appropriate personal safety equipment that shall be used by the employee when conditions warrant or when directed by a supervisor.

XIV. DRUG FREE WORKPLACE

XIV-A. Policy and Purpose

It is the policy of Ventura Port District to create a drug free workplace in keeping with the spirit and intent of the Drug Free Work Place Act of 1988. The use of alcohol and/or controlled substances in the workplace is inconsistent with the behavior expected of District employees and subjects all employees, residents and visitors to unacceptable safety risks, and undermines the District's ability to operate effectively and efficiently.

The Ventura Port District has established this Substance Abuse Policy to provide the greatest degree of protection possible to the public and to District employees. The purpose of this policy is to:

- Establish and maintain the District's high level of achievement in providing a safe and healthy working environment for all employees;
- Ensure worker fitness for duty and protect our employees and the public from risks posed by the use of alcohol and/or controlled substances;
- Reduce accidental injury to persons or property and the additional costs, including medical expenses, associated with such accidents and injuries;
- Ensure the safe and efficient performance of employee duties, to promote productivity, and reduce absenteeism and tardiness and other areas of unacceptable job performance; and
- Cooperate with the rehabilitation of those employees who seek such help.

The District recognizes that drug, alcohol and other controlled substance abuse of employees in the workplace is a serious and growing problem of nation-wide proportions. The District is taking this opportunity to reaffirm its commitment to a drug and alcohol free workplace.

The District's policy is designed to promote a drug-free workplace and to comply with applicable state and federal laws. In recognition of the public service responsibilities entrusted to District employees, and because drug and alcohol usage can hinder a person's ability to perform duties safely and effectively.

XIV-B. Applicability

As a condition of employment, all employees are required to comply with all applicable personnel policies and rules.

This substance abuse policy applies to all District employees.

This policy applies at all times while District employees are on District premises, performing District-related business elsewhere or temporarily off-District premises with an expectation to return to the workplace.

This policy applies to use of prohibited substances by District employees while off-duty and off-premises, to the extent that such employees engage in conduct prohibited by this policy and such conduct tends to create a risk to persons or property, or to District efficiency upon the employee's return to work.

Notwithstanding any provision of this Manual, pursuant to California Government Code § 12954, members may not be discriminated against for their use of cannabis while off duty and away from the job site. However, members shall not report for duty while under the psychoactive effects of cannabis.

XIV-C. Definitions

1. Alcohol
The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohol including methyl or isopropyl alcohol.
2. Drug or Drugs
Any controlled substance that is not legally obtainable under State or Federal law, or a prescription drug obtained or used without benefit of a prescription by a licensed physician.

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3. Prescription Drug
Any substance that can lawfully be obtained or possessed pursuant to a prescription by a licensed physician.
4. Prohibited Substances
As used in this policy, "prohibited substances" include, but are not limited to, the following:
 - Drugs: tetrahydrocannabinol ("THC"), amphetamines, cocaine, opiates, and phencyclidine.
 - Illegal Mental and Mind-Altering Substances.
5. Regulated Substances
Alcohol: The use of beverages or substances, including any medication containing alcohol, such that it is present in the body at a level in excess 0.02% while actually performing, ready to perform, or immediately available to perform any District business, is prohibited.

Prescription and over-the-counter medications: Medications shall only be used for their designed purposes. An employee who is taking a medication that may cause drowsiness or impair motor function shall report its use to his or her Supervisor. If the employee feels that the medication is affecting his or her ability to perform his or her job, or the employee's supervisor has reasonable concern that the medication is affecting the employee's ability to perform his or her job, the employee shall request sick leave, if available, and leave the premises. The employee shall not be subject to disciplinary action.

6. Safety-Sensitive Position
Safety sensitive jobs are those that have public safety implications including, but not limited to, peace or safety officer positions, any position requiring the use of a Class "A" or Class "B" commercial driver's license, any position involving the transport of hazardous materials and requiring a hazardous materials endorsement on their driver's license, or any position involving the operation of a boat or other motorized watercraft. A safety-sensitive employee is considered to be performing a safety-sensitive function during any period in which that employee is actually performing, ready to perform, or immediately available to perform any safety sensitive functions.

XIV-D. Prohibited Conduct

1. Possession, Use, Manufacture and Trafficking
No employee shall engage in the unlawful manufacture, distribution, dispensing, possession, receipt, sale, purchase or use of a prohibited substance or alcohol on District premises, in District vehicles, or while conducting District business off the premises.
2. Drug Paraphernalia
Except for medically approved purposes, no employee shall engage in the possession, distribution, sale, manufacture or use of drug paraphernalia normally used for consumption or use of controlled or prohibited substances on District premises, in District vehicles, or while conducting District business off the premises.

Possession or use of needles will be permitted for medically approved purposes, i.e., the administration of insulin for a person with diabetes. The employee must submit a written memo to the General Manager requesting permission to possess needles for medically approved purposes. The employee shall use and dispose of said needles in a medically safe manner.

3. Impairment
All employees are prohibited from being under the influence of alcohol or other prohibited substances during working hours. The use of prescription drugs is prohibited in the workplace by any person other than the person for whom they are prescribed. Such drugs will be used only in the manner, combination and quantity prescribed. The employee shall advise their supervisor prior to operating machinery, vehicles or equipment that they are taking such medication. Any employee who is reasonably suspected of being impaired, under the influence of a prohibited substance, or

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otherwise not fit for duty due to substance abuse shall be removed from their duties and be required to undergo a reasonable suspicion test for alcohol or drugs, as hereinafter provided.

4. Alcohol

No employee may report for duty or remain on duty when his or her ability to perform assigned function is adversely affected by alcohol or when it has been determined by a District designated lab or a certified testing facility that his or her breath alcohol or blood alcohol concentration is 0.02% or greater. No employee with a commercial vehicle driver's license, who has a 0.01 breath alcohol concentration or greater, may operate a commercial vehicle, and if a driver does, he or she must be out of service for 24 hours. No employee shall use alcohol while on duty or while performing safety sensitive functions. No safety sensitive employee shall use alcohol within four hours of reporting for duty nor during hours that he or she is on call. Violation of this provision is prohibited and will subject the employee to removal from duty and referral to a Substance Abuse Professional ("SAP") as defined in section XIII-F "Employee Assessment".

XIV-E. Testing for Prohibited Substances and Alcohol

1. Testing Procedures

Analytical urine-controlled substance testing and breath testing for alcohol will be conducted in accordance with established industry standards at a District-designated laboratory or a certified testing facility. All employees shall be subject to testing prior to employment (drug testing only), based on reasonable suspicion by a Supervisor trained in drug and alcohol recognition, verified by a second trained Supervisor if one can be obtained within 15 minutes; and following a serious accident. All employees will also be tested prior to returning to duty after failing a controlled substance and/or alcohol test. Employees who have returned to duty will be subject to unannounced follow-up tests as determined by a SAP. Safety sensitive employees who perform safety sensitive functions shall also be subject to testing on a randomly selected, unannounced basis, in addition to the testing outlined above.

Testing shall be conducted in the manner designed to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities, which meet all applicable standards. All testing will be conducted consistent with procedures, as established by the laboratory, and consistent with industry standards and any applicable state and federal law. The prohibited substances that will be tested for include tetrahydrocannabinol ("THC"), cocaine, opiates, amphetamines, and phencyclidine (PCP). An initial controlled substance screen will be conducted on each specimen. For those specimens that are positive, a confirmatory gas chromatography/mass spectrometry (GC/MS) test will be performed. The test will be considered positive if the prohibited substance levels present are above the minimum thresholds established in guidelines published from time to time by the Department of Transportation.

Tests for alcohol concentration will be conducted utilizing an approved Evidential Breath Testing (EBT) device operated by a trained Breath Alcohol Technician (BAT). If the initial test for safety-sensitive employees indicates an alcohol concentration of 0.02 % or greater, a confirmation test will be performed at a District designated laboratory to confirm the results of the initial test. An employee who has a confirmed alcohol concentration above 0.00%, but less than 0.02%, will be removed from his or her position for at least twenty-four hours unless a re-test results in an alcohol concentration of 0.00%. However, unless the alcohol concentration is 0.02% or greater, the fact that an employee was removed from duty in the interests of safety shall not form the basis for any discipline.

An alcohol concentration of 0.02% or greater will be considered a positive alcohol test and in violation of this policy.

Any employee who has a confirmed positive prohibited substance or alcohol test will be removed from his or her position, informed of education and rehabilitation programs available, and evaluated by a SAP. The District will make every effort to, and affirms the need to, provide individual employees with dignity, privacy, and confidentiality throughout the testing process.

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2. Pre-employment Screening

Those external applicants who apply for certain jobs where a special need for pre-employment drug and alcohol testing exists must take and pass a drug and alcohol test following a conditional offer of employment. The categories of jobs subject to pre-employment drug and alcohol testing include but is not limited to safety sensitive jobs that have public safety implications, such as operating heavy trucks to transport hazardous material, protecting national security, enforcing drug laws, and/or jobs that involve the direct influence over children. If the applicant is under the age of 18, the applicant's parent or guardian must sign a consent form authorizing the examination and testing. All offers of employment shall be contingent upon the applicant passing the fitness for duty examination.

3. Reasonable Suspicion Testing

All employees shall be subject to urine and/or breath testing when a Supervisor or Manager believes there is a reasonable suspicion that controlled substances or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made by the Supervisor or Manager on the basis of documented, objective facts and circumstances, which are consistent with the effects of substance abuse. Examples of reasonable suspicion factors include, but are not limited to, the following:

- Physical signs and symptoms consistent with substance abuse or prohibited substance abuse use including, but not limited to: unusual behavior, slurred or altered speech, odor of alcohol on the body or breath, unsteady gait, lack of coordination, a pattern of abnormal or erratic behavior, a verbal altercation, needle marks, dilated or constricted pupils, agitation, hostility, confused or incoherent behavior, paranoia, euphoria, disorientation, tremors, or other evidence of recent drug or alcohol use. .
- The occurrence of a serious or potentially serious accident caused by human error that the District suspects that drugs or alcohol may have played a role in.
- Fights (to mean physical contact), assaults and flagrant disregard or violations of established safety, security, or other operational procedures.

Reasonable suspicion determinations will be made by a supervisor who is trained to detect the signs and symptoms of controlled or prohibited substance and alcohol use and abuse and who reasonably concludes that an employee may be adversely effected or impaired in his or her work performance due to prohibited substance abuse or misuse.

4. Post-accident testing

All employees will be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident with a District vehicle or with District equipment while on duty that results in serious bodily injury requiring transportation to a medical treatment facility, death, or when one or more vehicles incurs disabling damage that requires towing from the site, where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor. Employees will also be required to undergo controlled substance and/or breath alcohol testing if they are involved in an accident involving damage to District property estimated at greater than \$5,000.00 or constituting a threat to the public safety and health, where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor.

Following an accident, the employee will be tested as soon as possible, but not to exceed eight hours after the accident for alcohol testing and 32 hours after the accident for controlled substance testing. An employee involved in an accident shall not consume alcohol until they have undergone testing for alcohol. Any employee who leaves the scene of the accident without the appropriate authorization and without submitting to controlled substance or alcohol testing will be considered to have refused the test and subject to disciplinary action up to and including termination. Post-accident testing will include not only the affected employee, but also any other employee whose performance could have contributed to the accident and where drug and/or alcohol use by the employee cannot be ruled out as a contributing factor.

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Department of Transportation covered employees (i.e., commercial vehicle drivers) shall be required to undergo controlled substance and/or breath alcohol testing after an accident: where the accident results in loss of human life, if an injured person immediately receives medical treatment away from the accident scene, if the driver is cited for a moving violation within 8 hours of the occurrence, or if one or more vehicles involved in the accident incurs disabling damage.

5. Random Testing

Those employees working in safety sensitive classifications will be subject to randomly selected unannounced testing. The random selection will be performed using a scientifically valid method. Each safety sensitive employee will have an equal chance of being tested each time selections are made. Safety sensitive employees will be tested either just before, during, or just after the safety sensitive employee is on duty.

6. Return-to-Duty Testing

All employees who previously tested positive on a controlled substance or alcohol test must test negative and be evaluated and released for duty by the Substance Abuse Professional (SAP) before being allowed to return to their jobs. As determined by the SAP, employees will be required to undergo unannounced follow-up-controlled substance and/or alcohol breath testing following his or her return to duty. The duration of the period during which the employee is subject to such testing, and the frequency of such testing, will be as determined by the SAP. However, it shall not be less than six tests during the first 12 months nor longer than 36 months total, following return to duty.

7. Employee Requested Testing

Any employee who questions the result of a controlled substance abuse test may request that an additional test be conducted. The additional test may be conducted at the same laboratory or at a different certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are to be paid by the employee, unless the second test invalidates the original test, in which event, the District will pay the cost of testing. The method of collecting, storing, and testing the split sample will be consistent with established procedures. The employee's request for a re-test must be made to the doctor responsible for analyzing the original laboratory results, within 72 hours of receiving notice of the initial test result. Requests after 72 hours will be accommodated only where the employee can establish that the delay was due to circumstances beyond the control of the employee.

XIV-F. Employee Assessment

Any employee who tests positive for the presence of controlled prohibited substances or whose breath alcohol concentration is above the 0.02% minimum threshold set forth in this policy, will be assessed by a Substance Abuse Professional (SAP). A SAP is a licensed physician, psychologist, social worker, employee assistance professional, or addiction counselor with knowledge and clinically experienced in the diagnosis and treatment of alcohol and substance abuse related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is to be the responsibility of the employee. Employees may use accumulated sick leave, vacation and personal holidays, if any, to participate in a prescribed rehabilitation program.

If an employee is returned to duty following rehabilitation, he or she must agree to and sign a Return-to-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test, and be subject to unannounced follow-up tests for a period of one to three years, as determined by the SAP.

Employees will be given only one chance for rehabilitation under this policy. The affected employee will be immediately terminated on the occurrence of a second verified positive test result by a District designated lab.

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XIV-G. Compliance with Testing Requirements

All employees are subject to controlled substance testing and breath alcohol testing in accordance with this policy. Any employee who refuses to comply with a request for testing, who provides false information in connection with the test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately and be referred to an SAP. Refusal to submit to a test can include an inability to provide a urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence or tardiness resulting in the inability to conduct the test. Failure to comply with testing requirements or failure to comply with a referral to a SAP will result in immediate termination.

XIV-H. Rehabilitation Programs

The District encourages any employee who may have a controlled substance abuse problem to seek confidential counseling and assistance to a qualified program or professional, or through the District's Employee Assistance Program. The District intends to support those employees who voluntarily seek such assistance, but also intends to promptly and firmly identify and discipline those employees who engage in substance abuse which has a negative effect on job performance. An employee with a controlled substance and/or alcohol problem will be afforded an opportunity for treatment in accordance with the following provisions:

1. Mandatory Admittance

A rehabilitation program is available for employees who have tested positive for a prohibited substance on a one-time basis only. Employees will be immediately terminated on the occurrence of a second verified positive test result. The employee will pay program costs and subsequent controlled substance and/or testing costs. When recommended by the SAP, participation and completion of the rehabilitation program is mandatory. Failure of an employee to attend and/or complete a prescribed program will result in termination from employment. Prior to return-to-duty testing, an employee must follow the rehabilitation program recommended by the SAP and agree to and sign a Return-To-Duty Agreement. The duration and frequency of follow-up testing will be determined by the SAP but will not be shorter than one year or longer than five years.

2. Voluntary Admittance

All employees who feel they have a problem with controlled substances and/or alcohol may request voluntary admission to a rehabilitation program. The employee will pay program costs and subsequent controlled substance and/or alcohol-testing costs. An employee failing to complete the program will be subject to termination from employment. An employee completing a rehabilitation program must agree to and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test and be subject to unannounced follow-up testing for 36 months following return to duty. A positive result on a return-to-duty test or on the unannounced follow-up test within a 36-month period will result in termination from employment. Employees may use accumulated sick leave, vacation and floating holidays to participate in a rehabilitation program. An employee's voluntary disclosure of a substance or alcohol abuse problem will not terminate any investigation, criminal or administrative, initiated prior to the disclosure.

XIV-I. Notifying the District of Criminal Drug Conviction

Any employee convicted of a crime involving the manufacture, distribution, possession or use of a controlled substance or convicted of driving under the influence of alcohol or drugs shall notify the District of such conviction not later than five (5) days after such conviction. A plea of no contest shall constitute a conviction for purposes of this rule and for purposes of imposing discipline under District rules and regulations governing employee conduct. Upon conviction of a crime involving alcohol or drugs as specified above, the employee shall be referred to a SAP for rehabilitation assessment. The SAP will evaluate the employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

EXHIBIT B

XIV-J. Return to Duty Agreement

If an employee is returned to duty following rehabilitation, he or she must agree and sign a Return-To-Duty Agreement, pass a return-to-duty controlled substance and/or alcohol test, and be subject to unannounced follow-up tests for a period of 12 to 60 months. The cost of any rehabilitation and subsequent controlled substance and/or alcohol testing is to be paid by the employee. Employees may use accumulated sick leave, vacation and floating holidays, if any, to participate in a prescribed or voluntary rehabilitation program.

XIV-K. Employee Assistance Program

The District has established an Employee Assistance Program ("EAP") to provide all employees with consultation and referral services in order to reduce the effect of employee personal problems on job performance.

An employee's personal problems may manifest themselves in the work environment and seriously impact job performance. In an effort to ameliorate such impacts, the District makes available to its employees and their immediate family the services of the Employee Assistance Program. All employees are strongly encouraged to utilize the EAP on a self-referral basis. Any employee who persists in deficient job performance as a result of personal problems and does not seek assistance on his or her own initiative may be recommended by the employee's supervisor to the EAP. Participation with the EAP is voluntary, however, and is not part of the District's disciplinary process. Should a supervisor refer the employee to EAP, the employee may request that the EAP release pertinent information to the supervisor making the referral. Such information shall be provided only if the employee signs a conditional waiver of privileged communication allowing for the release of such information.

Confidentiality is of the utmost importance to the District in this regard and is necessary for the ultimate success of the EAP. The EAP is governed by federal and state confidentiality standards and law and can provide a valuable means for improving both the job performance and personal satisfaction of District employees.

XV. CONTINUING EDUCATION AND TRAINING

The District strongly encourages employees to participate in ongoing education and training programs. The District from time to time offers in-house training programs for the purposes of improving employee efficiency, effectiveness, and professional development.

Certain courses offered by education providers other than the District may be considered appropriate training programs for employees provided the General Manager approves them. All completed in-house training as well as District approved training by an outside provider shall be taken into consideration when making advancements and promotions of employees. It is the responsibility of the employee to notify and provide documentation of completion of such training programs. Such documentation will be made a part of each employee's personnel file.

Appendix A

PERFORMANCE EVALUATION APPEAL FORM

An employee who has received an overall performance evaluation rating of below 4 may appeal an annual performance evaluation where the employee believes that the overall rating or individual performance factor ratings do not represent a true evaluation of the employee’s work performance during the appraisal period. Such appeal shall follow the procedures set forth in Section VI-F of Ventura Port District’s (“District”) Human Resources Manual.

After receipt of the performance evaluation, the supervisor will meet with the employee to discuss the evaluation. During the performance review meeting employees are encouraged to discuss his/her performance review candidly with his/her supervisor, expressing any disagreements the employee may have with the review, and provide additional information/documentation to support his/her case. If not resolved in this informal discussion, the employee may formally appeal the evaluation by completing and submitting this Performance Evaluation Appeal Form to the District Deputy General Manager / (Sr.) Business Operations Manager (“Manager”) within **fourteen (14) calendar days** of the date of performance review meeting with the supervisor.

EMPLOYEE NAME:	DATE:
EMPLOYEE JOB TITLE:	SUPERVISOR NAME:
DATE OF EVALUATION:	DATE COPY RECEIVED:
DATE OF PERFORMANCE REVIEW MEETING WITH SUPERVISOR:	

NOTE: A complete copy of the Performance Evaluation that you are appealing (signed by the evaluating supervisor) must be submitted with this appeal form.

1. IDENTIFY THE SPECIFIC PERFORMANCE FACTOR RATING(S) YOU ARE CONTESTING, e.g., quality of work, initiative, personal relations:

EXHIBIT B

2. IDENTIFY: a.) THE SUPERVISOR'S RATING FOR EACH FACTOR YOU ARE APPEALING, AND b.) THE RATINGS YOU PROPOSE FOR EACH FACTOR YOU ARE APPEALING:

3. DESCRIBE THE SPECIFIC FACTS TO SUPPORT YOUR APPEAL OF EACH PERFORMANCE FACTOR RATING. Attach additional sheets if necessary. (Attach applicable evidence):

Signature of Employee/Appellant

Date Submitted to Manager

Signature of Manager (reflects receipt only)

Date of Receipt by Manager

Last Rev. [DATE]

Appendix B

WHISTLEBLOWER PROTECTION POLICY

1. Policy

The District prohibits all of the following conduct by District] employees:

- a. Taking any retaliatory adverse employment action against an employee because the employee has or is believed to have disclosed information to any government or law enforcement agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- b. Preventing an employee from disclosing information to a government agency, including to the District, if the employee has reasonable cause to believe that the information discloses a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation;
- c. Retaliating against an employee for refusing to participate in any activity that would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation; and
- d. Retaliating against an employee because the employee's family member has, or is perceived to have engaged in any of the protected activities listed in (a)-(c) above.

2. Policy Coverage

This policy governs and protects District officials, officers, employees, or applicants for employment.

3. Definitions

"Protected activity" means any of the following activities:

- a. Filing a complaint with a federal or state enforcement or administrative agency that discloses any information that the employee has reasonable cause to believe violates federal or state law or a violation or noncompliance with a local, state, or federal rule or regulation;
- b. Participating in or cooperating in good faith with a local, federal or state enforcement agency that is conducting an investigation in to alleged unlawful activity;
- c. Testifying in good faith and with reasonable cause as a party, witness, or accused regarding alleged unlawful activity;
- d. Associating with another covered individual who is engaged in any of the protected activities enumerated here;
- e. Making or filing in good faith and with reasonable cause an internal complaint with the District regarding alleged unlawful activity;
- f. Providing informal notice to the District regarding alleged unlawful activity;
- g. Calling a governmental agency's "whistleblower hotline" in good faith;
- h. Filing a written complaint under penalty of perjury that the District has engaged in gross mismanagement, a significant waste of public funds, or a substantial and specific danger to public health or safety; and
- i. Refusing to participate in any activity that the employee reasonably believes would result in a violation of federal or state law, or a violation or noncompliance with a local, state, or federal rule or regulation.

"Adverse action" means, but is not limited to, the following actions:

- a. Real or implied threats of intimidation to attempt or prevent an individual from reporting alleged wrongdoing or because of actual or potential protected activity;
- b. Refusing to hire an individual because of actual or potential protected activity;
- c. Denying promotion to an individual because of actual or potential protected activity;
- d. Taking any form of disciplinary action because of actual or potential protected activity;
- e. Extending a probationary period because of actual or potential protected activity;
- f. Altering work schedules or work assignments because of actual or potential protected activity;
- g. Condoning hostility and criticism of co-workers and third parties because of actual or protected activity;
- h. Spreading rumors about a person because of that person's actual or perceived protected activity; and

EXHIBIT B

- i. Shunning or unreasonably avoiding a person because of that person's actual or perceived protected activity.

4. Complaint Procedure

An applicant, employee, or seasonal or temporary employee who feels they have been retaliated against in violation of this policy should immediately report the conduct according to the complaint procedure in the District's policy against discrimination, harassment or retaliation so that the complaint can be resolved fairly and quickly. Supervisors and managers have the same responsibilities as defined in the policy against discrimination, harassment or retaliation.



VENTURA
PORT DISTRICT

Established 1952

BOARD OF PORT COMMISSIONERS
JUNE 19, 2024

STANDARD AGENDA ITEM 2
ACCEPTANCE OF FISCAL YEAR
2022-2023 AUDIT

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
Gloria Adkins, Accounting Manager
SUBJECT: Acceptance of Fiscal Year 2022-2023 Audit

RECOMMENDATION:

That the Board of Port Commissioners accept the Basic Financial Statements and Supplementary Information with Independent Auditor’s Report for the Year Ended June 30, 2023, prepared by Clifton Larson Allen, LLP.

SUMMARY:

Attached for the Board’s review and acceptance is the annual audit of the District’s financial statements for fiscal year ending June 30, 2023.

Robert Callanan, principal with Clifton Larson Allen, LLP (CLA), will present information to the Board and answer any questions you may have.

GUIDING PRINCIPLES:

- 3) Grow financial sustainability through a reliable, recurring revenue stream supplemented with grants and public-private partnership investment while maintaining responsible budgeting practices.
- 6) Provide exceptional public service and organizational transparency.

5-YEAR OBJECTIVES:

- E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures, and programs.
 - 1) Collaborate with business partners and stakeholders through increased engagement, communication, and participation.
- R) Seek opportunities to grow revenues and secure grants; continue to improve the quality, efficiency, and transparency of financial reporting, monitoring, and property management.
 - 5) Financial Reporting

BACKGROUND:

The District entered into a professional services agreement with Clifton Larson Allen, LLP (CLA) on September 20, 2023, for the audit of the District’s financial records for the fiscal year ending June 30, 2023.

CLA began their field work on the fiscal year 2022-2023 audit in February 2024. The final audit report was completed on June 14, 2024. The audit process was delayed due mainly to difficulties with the implementation of the new MRI financial software. However, there was also some delay due to the implementation of Government Accounting Standard Board’s requirement to implement GASB Statement 96 covering the accounting for Subscription-Based Information Technology Arrangements (SBITAs).

Mr. Callanan reported that the District’s financial statements fairly present the financial position of the District as of June 30, 2023, in all material respects.

He also reported that they did not identify any deficiencies in internal control over financial reporting that they consider to be material weaknesses. A material weakness is defined as a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented or detected and corrected on a timely basis.

Staff would like to thank Commissioner Rainey for his time and input during this audit process.

FISCAL IMPACT:

The audited Statement of Net Position at June 30, 2023 is \$31,850,841. This is an increase of 14.2% over the June 30, 2022 Net Position of \$27,900,801. The approved budgeted cost for the Fiscal Year 2022-2023 audit is \$47,250.

ATTACHMENTS:

Attachment 1 – Final 2023 Audit Communication Letter

Attachment 2 – Final 2023 Financial Audit

Attachment 3 – Final 2023 Management's Representation Letter



CliftonLarsonAllen LLP
 CLAAconnect.com

The Board of Port Commissioners
 Ventura Port District
 Ventura, California

We have audited the financial statements of Ventura Port District (the District) as of and for the year ended June 30, 2023, and have issued our report thereon dated June 14, 2024. We have previously communicated to you information about our responsibilities under auditing standards generally accepted in the United States of America and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit in our engagement agreement dated September 20, 2023. Professional standards also require that we communicate to you the following information related to our audit.

Significant audit findings or issues

Qualitative aspects of accounting practices

Accounting policies

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Ventura Port District are described in Note 1 to the financial statements.

As described in Note 1, the District changed accounting policies related to subscription-based information technology by adopting Statement of Governmental Accounting Standards Board (GASB Statement) No. 96, *Subscription-Based Information Technology Arrangements*, effective July 1, 2022. Accordingly, the accounting change has been applied to the beginning of the period of adoption.

We noted no transactions entered into by the entity during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the financial statements were:

- The annual required contributions, pension expense, net pension liability, and corresponding deferred outflows of resources and deferred inflows of resources for the District's public defined benefit plan with CALPERS are based on an actuarial valuation provided by CALPERS.
- The OPEB expense, OPEB liability, and the corresponding deferred outflows of resources and deferred inflows of resources for the District's defined benefit OPEB plan is based on certain actuarial assumptions and methods prepared by an outside consultant.

The Board of Port Commissioners
Ventura Port District
Page 2

We evaluated the key factors and assumptions used to develop these estimates in determining that they were reasonable in relation to the financial statements taken as a whole.

Financial statement disclosures

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- The disclosure of the defined pension plans in Note 3C to the financial statements.
- The disclosure of the other postemployment benefits plan in Note 3D to the financial statements.

The financial statement disclosures are neutral, consistent, and clear.

Significant unusual transactions

We identified no significant unusual transactions.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Uncorrected misstatements

Professional standards require us to accumulate all misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Corrected misstatements

Management did not identify and we did not notify them of any financial statement misstatements

Disagreements with management

For purposes of this communication, a disagreement with management is a disagreement on a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during our audit.

Circumstances that affect the form and content of the auditors' report

As previously communicated to you, the report was modified to include an emphasis of matter paragraph for the change in accounting related to the District's adoption of GASB Statement No. 96. Our opinion is not modified with respect to this matter.

Management representations

We have requested certain representations from management that are included in the management representation letter dated June 14, 2024.

The Board of Port Commissioners
Ventura Port District
Page 3

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the entity’s financial statements or a determination of the type of auditors’ opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Significant issues discussed with management prior to engagement

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to engagement as the entity’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our engagement.

Required supplementary information

With respect to the required supplementary information (RSI) accompanying the financial statements, we made certain inquiries of management about the methods of preparing the RSI, including whether the RSI has been measured and presented in accordance with prescribed guidelines, whether the methods of measurement and preparation have been changed from the prior period and the reasons for any such changes, and whether there were any significant assumptions or interpretations underlying the measurement or presentation of the RSI. We compared the RSI for consistency with management’s responses to the foregoing inquiries, the basic financial statements, and other knowledge obtained during the audit of the basic financial statements. Because these limited procedures do not provide sufficient evidence, we did not express an opinion or provide any assurance on the RSI.

* * *

This communication is intended solely for the information and use of the Board of Directors and management of Ventura Port District and is not intended to be, and should not be, used by anyone other than these specified parties.



CliftonLarsonAllen LLP

Irvine, California
June 14, 2024

**VENTURA PORT DISTRICT
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
YEAR ENDED JUNE 30, 2023**



CPAs | CONSULTANTS | WEALTH ADVISORS

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ATTACHMENT 2

VENTURA PORT DISTRICT
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INDEPENDENT AUDITORS' REPORT

Board of Port Commissioners
 Ventura Port District
 Ventura, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Ventura Port District (the District), as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District as of June 30, 2023, and the changes in financial position and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter - Change in Accounting Principle

As described in Note 1 to the financial statements, effective July 1, 2022, the District adopted new accounting guidance, Statement of Governmental Accounting Standards Board (GASB Statement) No. 96, *Subscription-Based Information Technology Arrangements*. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

ATTACHMENT 2

Board of Port Commissioners
Ventura Port District

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Port Commissioners
Ventura Port District

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the schedules of proportionate share of the net pension liability, the schedules of plan contributions, and the schedule of changes in total other postemployment benefits liability and related ratios be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during the audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 14, 2024, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

Irvine, California
June 14, 2024

**VENTURA PORT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
YEAR ENDED JUNE 30, 2023**

It is our pleasure to submit the Ventura Port District's (the Port District) Management's Discussion and Analysis (MD&A) for the fiscal year ended June 30, 2023. This report was prepared pursuant to the guidelines set forth by the Government Accounting Standards Board (GASB) and sets forth an overview of the Port District's financial activities and performance for the fiscal year ended June 30, 2023. This analysis should be read in conjunction with the audited financial statements that follow this section.

Port District staff prepared this financial report in conjunction with an unmodified opinion issued by the independent audit firm CLA (CliftonLarsonAllen LLP). This report consists of management's representations concerning the finances of the Port District. Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that has been established for this purpose. Because the cost of internal controls should not exceed the anticipated benefits, the objective is to provide reasonable, rather than absolute assurance that the financial statements are free of any material misstatements.

District Structure and Leadership

The Port District was established in April 1952 for the purpose of acquiring, constructing, and operating a commercial and recreational boat harbor now known as the Ventura Harbor. The Port District was formed as per Sections 6200 to 6372 of the Harbor and Navigation Code of the State of California. The Port District's legal boundaries encompass all of the City of San Buenaventura as well as some small areas outside the City limits. Construction was completed and Ventura Harbor commenced operations in June 1963.

Other than the 2.74 acre site owned by the Department of Interior, National Park Service, the Port District is the sole landowner within this multiple use harbor, with current property holdings of approximately 152 acres of land and 122 acres of water area, initially developed in the early 1960s. The Ventura Harbor is home to many diverse businesses such as marinas for recreational and commercial vessels, commercial fishing offloading facilities, boat charters, a mobile home park, two hotels, a time share, harbor front luxury apartments, public launch ramp, two fuel stations, two full-service boatyards, and a mixed-use shopping center with boutique shops, restaurants, and office spaces.

The Port District is governed by a five-member Board of Port Commissioners, appointed by the City Council of the City of San Buenaventura, serving four-year terms without compensation. Below are the Commissioners on June 30, 2023:

Michael Blumenberg, Commissioner/Chair
Jackie Gardina, Commissioner/Vice-Chair
Anthony Rainey, Commissioner/Secretary
Brian Brennan, Commissioner
Chris Stephens, Commissioner

Mission Statement

The Ventura Port District is committed to providing a safe harbor that is an inviting inclusive seaside destination and gateway to the Channel Islands National Park, with exceptional facilities for fishers, boaters, residents, and visitors.

**VENTURA PORT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
YEAR ENDED JUNE 30, 2023**

Financial Highlights

The Port District provides public services such as Harbor Patrol and a public launch ramp, which are traditionally associated with a port district. The Port District also contracts with the State Parks system for lifeguard services from May through September for approximately \$143,362. In addition, the Port District offers long term ground leases (50 years) on certain parcels for private use such as hotels, apartments and timeshares, marinas, boatyards, yacht clubs, and a mobile home park. The Port District is also the owner/operator of Ventura Harbor Village, a 32.67-acre shopping center, office, boat charter and marina complex located in the harbor with a strong commercial fishing industry.

- The Port District's net position on June 30, 2023 increased 14.2% to \$31,850,841
- Total revenues increased 2.0% to \$13,996,130 during the fiscal year.
- Total expenses increased 10.6% to \$10,046,090 during the fiscal year.

The Government Accounting Standards Board (GASB) issued Statement 96 – Subscription-Based Information Technology Arrangements (SBITA) in May 2020 with the objective of enhancing transparency through the recognition of SBITA-related assets and liabilities on the statement of net position. A SBITA is an arrangement that provides an entity with access to vendors' IT software and associated tangible capital assets for subscription payments without granting the entity a perpetual license or title to the IT software or hardware. The requirement of this statement is effective for fiscal years beginning after June 15, 2022, and all reporting periods thereafter.

The Port District adopted GASB96 for SBITA Accounting effective July 1, 2022. A SBITA is accounted for as a right-to-use subscription asset and a corresponding subscription liability.

Overview of the Basic Financial Statements

The Port District's basic financial statements are comprised of three components: Financial statements, notes to the basic financial statements and required supplementary information. The financial statements consist of the following:

- Statement of Net Position
- Statement of Revenues, Expenses and Changes in Net Position
- Statement of Cash Flows

The Port District's activities are accounted for in an enterprise fund. Enterprise funds are operated in a manner similar to private business in that the majority of the Port District's revenues are generated through leases, fees, and services to the public. These revenues are used to cover all operations, financing and infrastructure needs in the harbor.

The Statement of Net Position and the Statement of Revenues, Expenses, and Changes in Net Position

The Statement of Net Position includes all of the Port District's investments in resources (assets) and the obligations to creditors (liabilities). The difference between the Port District's assets and deferred outflows of resources and its liabilities and deferred inflows of resources is reported as net position. Over time, increases and decreases in net position may serve as a useful indicator of whether the financial position of the Port District is improving or declining. The Statement of Revenues, Expenses and Changes in Net Position presents information showing how the Port District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are recognized on an accrual basis.

ATTACHMENT 2

**VENTURA PORT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
YEAR ENDED JUNE 30, 2023**

Statement of Net Position

The following condensed financial information provides an overview of the Port District's financial position as of June 30, 2023 and 2022:

SUMMARY OF NET POSITION JUNE 30, 2023 AND 2022				
	2023	2022	Increase (Decrease)	
			Amount	Percent
ASSETS				
Current Assets	\$ 18,364,035	\$ 17,132,009	\$ 1,232,026	7.2 %
Restricted Assets	3,205,249	3,196,927	8,322	0.3
Noncurrent Assets	44,620,051	47,541,364	(2,921,313)	(6.1)
Capital Assets, Net	<u>31,182,752</u>	<u>29,938,079</u>	<u>1,244,673</u>	4.2
Total Assets	97,372,087	97,808,379	(436,292)	(0.4)
 DEFERRED OUTFLOWS OF RESOURCES				
	<u>2,785,357</u>	<u>1,347,934</u>	<u>1,437,423</u>	106.6
Total Assets and Deferred Outflows of Resources	100,157,444	99,156,313	1,001,131	1.0
 LIABILITIES				
Current and Other Liabilities	8,398,742	5,584,060	2,814,682	50.4
Long-Term Debt Obligations	<u>11,611,402</u>	<u>12,778,039</u>	<u>(1,166,637)</u>	(9.1)
Total Liabilities	20,010,144	18,362,099	1,648,045	9.0
 DEFERRED INFLOWS OF RESOURCES				
	<u>48,296,459</u>	<u>52,893,413</u>	<u>(4,596,954)</u>	(8.7)
Total Liabilities and Deferred Inflows of Resources	<u>68,306,603</u>	<u>71,255,512</u>	<u>(2,948,909)</u>	(4.1)
 NET POSITION				
Net Investment in Capital				
Assets	18,567,244	16,628,293	1,938,951	11.7
Restricted Assets	3,205,249	3,196,927	8,322	0.3
Unrestricted Assets	<u>10,078,348</u>	<u>8,075,581</u>	<u>2,002,767</u>	24.8
Total Net Position	<u>\$ 31,850,841</u>	<u>\$ 27,900,801</u>	<u>\$ 3,950,040</u>	14.2

ATTACHMENT 2

VENTURA PORT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) YEAR ENDED JUNE 30, 2023

The Port District's net position on June 30, 2022 is \$27,900,801. This is an increase of \$4,638,150 from the net position on June 30, 2021 of \$23,262,651.

Key changes in the statement of net position are as follows:

Assets

Current assets increased \$1,232,026 for fiscal year 2023 to \$18,364,035 due to normal operations for the year. Current assets consist of cash and cash equivalents, receivables due in less than one-year, prepaid expenses to be amortized over one year, and inventory on hand.

Noncurrent assets decreased \$2,921,313 for fiscal year 2023 to \$44,620,051. This decrease is a direct result of recording the tenant lease payments received for leases that qualify for GASB87 lease accounting and accounting for changes in new and expired tenant leases that qualify for GASB87 lease accounting in the current year. FY21-22 was high as it was the first recording of long-term lease receivables. Noncurrent assets as presented in my summary consist of long-term lease receivables.

The capital assets increased \$1,244,673 during fiscal year 2023 to \$31,182,752. This was the net effect of infrastructure renovations, equipment purchases and retirements, the recording of 'right-to-use' assets, and the implementation recording lease subscription arrangements offset by asset retirements and the annual amortization of the depreciation expenses. The term capital assets include land, improvements to land, easements, buildings building improvements, vehicles, machinery, equipment, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond one year. The capital assets are discussed in more detail later in this report.

Deferred outflows of resources increased by \$1,437,423 to \$2,785,357. This increase was the net effect of the change in value from items that are required to be reported in this category as related to deferred revenue on bond refunding, GASB68 as related to pensions, and GASB75 as related to other post-employment benefits (OPEB).

- The expensing of annual amortization on the deferred amounts on bond refunding resulted from the difference in the carrying value of refunded debt and its reacquisition price.
- Deferred outflows related to pensions and OPEB to reflect the employer contributions made after the measurement date of the net pension and OPEB liabilities applicable to the current audit year. The new value will be recognized as a reduction of the net pension liability and total OPEB liability in the next fiscal year.
- Deferred outflow related to pensions to reflect the difference between the actual and the expected experience value of the pension amortized over a closed period equal to the average expected remaining service lives of all employees that are provided the pension.

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**VENTURA PORT DISTRICT
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YEAR ENDED JUNE 30, 2023**

- Deferred outflows related to pension and OPEB resulting from changes in assumptions used to determine annual pension liabilities and OPEB liabilities for annual retiree healthcare benefits. These values are amortized over a closed period equal to the expected remaining service lives for all employees that are provided retiree healthcare benefits through the OPEB plan.
- Deferred outflow related to pensions for the differences between the employer's contributions to the plan and the employers proportionate share of contributions as determined by GASB.
- Deferred outflow related to pensions for the net difference between projected and actual earnings on plan investments of the pension plan fiduciary net position. These amounts are amortized over five years.

Liabilities

Current & other liabilities increased \$2,814,682 to \$8,398,742 This increase is primarily the net effect of a couple of large increases, some modest increases, and some modest decreases in the categories discussed below:

- There was an increase of \$467,787 in accounts payable. This increase was due primarily to an increase in vendor progress payment requests related to capital projects for work that was completed in June. These invoices were paid to the vendor in July. There was also an increase in the corresponding vendor retainers being held on the capital projects still in progress at 6/30/2023.
- There was a decrease of \$61,770 in accrued liabilities. This decrease was due to a reduction in accrued regular payables and a reduction in accrued payroll. Vendors that are normally entered as accrued regular payables in prior years due to the timing of the year end cut constraints were entered directly into the accounts payable system in the current year eliminating the need for the accrual. Also, the pay day for the last payroll period in June in a fiscal year frequently falls within the first couple of days of July in the new fiscal year. This requires the pay period expense to be accrued into June. In FY22-23 the payday for the last full pay period in June fell on 6/30/23 eliminating the need to accrue the expense into June 2023.
- There was a decrease of \$40,000 in miscellaneous liabilities, each too small to mention by themselves.
- There was a decrease of \$93,964 in leases payable. This decrease reflects the current year payment for the leased equipment. GASB87 requires a lessee to recognize a lease liability and an intangible right-to-use lease asset thereby enhancing the relevancy and consistency of information about governments leasing activities.
- There was an increase of \$32,669 in SBITA liabilities. This increase is a direct result of implementing GASB96 lease accounting changes effective 7/1/2022.
- There was a decrease of \$56,485 in unearned revenues. These revenues were included in the GASB87 tenant lease calculation and thereby rolled into deferred inflows for tenant lease revenue.

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VENTURA PORT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) YEAR ENDED JUNE 30, 2023

- There was an increase of \$2,784,168 in pension liabilities offset by a decrease of \$219,240 in OPEB liabilities. CalPERS prepares a guide for public agencies reflecting the methodology and pension amounts to be used for GASB 68 pension reporting and GASB 75 OPEB reporting. Many factors and assumptions as described in the deferred inflows and outflows resulted in a net increase of these liabilities.

Long-term debt obligations decreased \$1,166,637 to \$11,611,402. The change in long-term debt will be discussed later in this report.

Deferred inflows of resources decreased \$4,596,954. This decrease was primarily due to the net effect of the change in value of items to be reported in this category due to GASB87, as related to tenant leases, GASB68 as related to pensions, and GASB75 as related to other post-employment benefits (OPEB).

- Increase of \$3,419,906 in deferred inflows related to changes in new and expired tenant leases as per GASB87 lease accounting. GASB87 requires a lessor to recognize a lease receivable and a deferred inflow of resources. This increase reflects the deferred inflows of revenue for tenant leases.
- Deferred inflows related to pension and OPEB for the difference between the actual and the expected experience value amortized over a closed period equal to the average expected remaining service lives for all employees that are provided the pension and with retiree healthcare benefits through the OPEB plan.
- Deferred inflows related to OPEB resulting from changes in assumptions used to determine annual pension liabilities and OPEB liabilities. The value is amortized over a closed period equal to the expected remaining service lives for all employees that are provided pensions through the pension plan and retiree healthcare benefits through the OPEB plan.
- Deferred inflow related to pensions for the changes in the employer's proportion and differences between the employer's contribution to the plan and the employer's proportionate share of contributions as determined by GASB.

Net Position

Net investment in capital assets increased \$1,938,951 to \$18,567,244. This increase is the net effect of the increase in capital assets as explained previously (the net effect of infrastructure renovations and equipment purchases offset by asset retirements and the annual amortization of the depreciation expenses) being reduced by the annual principal payment on the related debt which in-turn reduced the amount of debt being netted against the capital assets.

Net investment in capital assets is the total value of the capital assets as defined above including construction in progress less the depreciation that has been expensed over the useful life of the asset and reducing it by the balance of the debt that was used to purchase the initial capital asset. The Port District uses these assets to provide facilities and services to the public.

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**VENTURA PORT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)
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The restricted assets in the Net Position grouping increased \$8,322 due to an increase in the fisheries improvement reserve fund from contributions required by lease terms and investment earnings. Restricted assets are subject to external restrictions on how they may be used. As of June 30, 2023, there is \$3,000,000 restricted for dredging activity as required by the Ellison Judgment and a balance of \$205,249 in the restricted fisheries improvement reserve.

Unrestricted assets may be used to meet the Port District's on-going obligations.

Statement of Revenues, Expenses, and Changes in Net Position

The following table summarizes the Port District's operations for fiscal years 2022 and 2021:

SUMMARY OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEARS ENDED JUNE 30, 2023 and 2022

	2023	2022	Increase (Decrease)	
			Amount	Percent
REVENUES				
Operating Revenues	\$ 10,787,324	\$ 10,202,903	\$ 584,421	5.7 %
Nonoperating Revenues	3,208,806	3,521,856	(313,050)	(8.9)
Total Revenues	<u>13,996,130</u>	<u>13,724,759</u>	<u>271,371</u>	2.0
EXPENSES				
Operating Expenses				
Before Depreciation	8,291,069	7,326,613	964,456	13.2
Depreciation	1,321,085	1,297,929	23,156	1.8
Nonoperating Expenses	433,936	462,067	(28,131)	(6.1)
Total Expenses	<u>10,046,090</u>	<u>9,086,609</u>	<u>959,481</u>	10.6
CHANGE IN NET POSITION	3,950,040	4,638,150	(688,110)	(14.8)
Net Position, Beginning of Year	<u>27,900,801</u>	<u>23,262,651</u>	<u>4,638,150</u>	19.9
NET POSITION, END OF YEAR	<u>\$ 31,850,841</u>	<u>\$ 27,900,801</u>	<u>\$ 3,950,040</u>	14.2

Revenues

Total revenues increased 2% in fiscal year 2023 to \$13,996,130. This represents a \$271,371 increase over fiscal year 2022 revenues of \$13,724,759. This increase was attributed to a number of factors:

Operating revenues increased \$584,421 due to the net effect of the following primary factors:

- The master tenant revenues increased \$220,124. This increase is the net effect of several factors:
 - There was an increase in percentage rents in FY22-23 generated from the mobile home park and master tenant private marinas as a result of normal escalations.

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VENTURA PORT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) YEAR ENDED JUNE 30, 2023

- There was an increase in percentage rents generated from increased occupancy at Ventura Isle Marina after the completion of dock renovations in summer of 2022, as well as normal slip rent escalations.
- There was an increase in percentage rents from Portside Ventura Harbor as occupancy growth stabilized around December 2021. FY22-23 reflects the first full fiscal year of this stabilized growth thereby increasing revenue for the tenant and percent rent to the District over their FY21-22 revenues.
- There was a decrease in percentage rents in hospitality from reduced occupancy due to room closures during the hotel's major renovations in FY22-23.
- There was a decrease in rent revenues reflected in the recording of the GASB87 lease accounting amortization calculations for financial lease accounting. A portion of the tenant revenues are reclassified as tenant interest income. This calculation reduced rent revenues and increased tenant interest income.
- Ventura Harbor Village tenant lease revenues increased \$201,644. This increase is the net effect of onetime revenues, increases from normal escalations, increases in tenants' sales, and reclassing of revenue from the recording of GASB87 lease amortization accounting:
- There was an increase due to onetime lease assignment fee income of \$48,000 for a retail tenant in FY22-23.
- There was an increase in Village revenues from the recording of the GASB87 lease accounting amortization calculations for financial leases. In FY21-22, there was a significant decrease in Village revenues from the initial recording of the GASB87 lease accounting amortization calculations for financial leases. A portion of the tenant revenues were reclassified as tenant interest income as part of this entry.
- Ventura Harbor Village slip revenues increased \$162,653 in FY22-23. This increase is due to several factors.
 - A Board approved scheduled slip rate increase in January 2023.
 - There was a significant change in slip accounting reservation system beginning January 2023. There was a demand for slips from commercial boaters that wanted to pay for their slip fees all year long whether they were in the harbor or not to guarantee the slip. Our Marina Manager stopped taking reservations for 'seasonal' boaters who only wanted a slip for a few months out of the year. This freed up the availability of slips to be rented to the boater that is willing to pay all year to hold a slip.

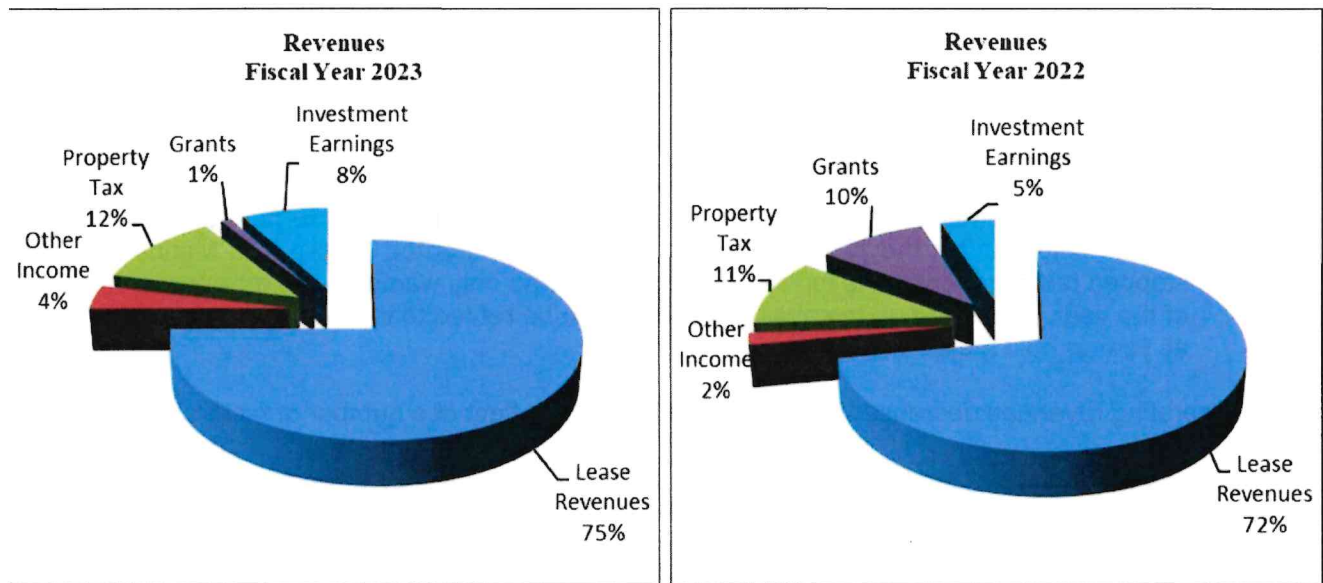
Nonoperating revenues decreased \$313,050 due to the net effect of a number of factors:

- The Port District's pro-rata share of Ventura County property taxes increased \$129,965. This revenue has been increasing 4% to 6% per year based on the housing market.
- Investment income increased \$426,393. This was the net effect of a decrease in tenant interest income offset by an increase in the LAIF investments.

**VENTURA PORT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
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- There was a small decrease in tenant interest income resulting from the recording of the GASB87 lease accounting amortization calculations. FY21-22 established the tenant investment income which is now being maintained annually based on changes from new and expiring tenant leases.
- There was an increase in investment income. The Port District's funds are invested with Local Agency Investment Funds (LAIF). Interest rates improved substantially in FY22-23 resulting in an increase in investment earnings. In FY21-22 rates were so low that the change in fair market value factor created a negative investment earnings.
- Insurance recovery increased \$350,000. The District received insurance recovery funds of \$350,000 for a vessel lost during a severe wave event in the harbor in January 2022.
- Gain on sale of assets increased \$3,946 due to proceeds from the sale of vessel offset by a loss on a retired improvement.
- Intergovernmental grants decreased \$1,223,354 in FY22-23 for a total of \$93,301. This decrease is primarily due to receiving onetime grant funds in FY21-22 from the State Lands Commission, California Coastal Conservancy, SAVE Grant-CA Dept. Parks and Recreation and a small Federal Grant that were not repeated in FY22-23. In FY22-23 the District received a National Fish and Wildlife grant for \$93,301.

The following two charts show a comparison of revenues by source for each year, fiscal year ending 6/30/23 and fiscal year ending 6/30/22. These charts give a clear example of the importance of lease tenants followed by the need for property tax revenues. The Port District's pro-rata share of property tax revenues are allocated towards the funding of our Harbor Patrol department.



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**VENTURA PORT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
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Expenses

The expenses for FY22-23 increased 10.6% to \$10,046,090. This is an increase of \$959,481 from the FY21-22 expenses of \$9,086,609. This increase is attributed primarily to the net effect of the following factors:

Operating expenses before depreciation increased \$964,456 due primarily to the net effect of changes in these categories:

- Administration expenses decreased \$20,816 from the prior year primarily due to the net effect of the following factors:
 - Conferences and training increased \$27,333. More in person conferences are being attended. Management is encouraging employees to attend training conferences.
 - Subscriptions increased \$17,125 primarily due to the transition to cloud-based commercial property accounting software in FY22-23.
 - Bad debt decreased \$64,644. Coming out of COVID in FY21-22, a few tenants were having a very hard time bouncing back so an allowance for debt was established to allow for these tenants. In FY22-23 it was not necessary to increase the allowance or the expense.
- Merchant promotion increased \$34,951 due to increased events, advertising and advertising costs, increase in seasonal décor setup and maintenance, and increase in event production expenses for events in Harbor Village.
- Salaries and benefits increased \$683,036 compared to prior year due to the following factors:
 - Salaries increased \$394,672 due to cost-of-living increases, employee promotions and the filling of two fulltime positions that were previously vacant in FY21-22.
 - Benefits from normal PERS contributions increased \$84,915 due to the net effect of an increase of \$49,496 in the PERS Unfunded Annual Liability (UAL), an increase of \$35,419 in contributions based on normal salary increases for the year.
 - Pension expenses increased \$167,148 as a net result of the GASB mandated accrued pension (PERS) plan and other post-employment benefits (OPEB) plans annual expenses. PERS prepares a guide for public agencies reflecting the methodology and pension amounts to be used for GASB 68 and GASB 75 pension and OPEB reporting, respectively. Pension increased \$204,119 offset by a decrease of \$36,971 in OPBEB expense as a net result of the annual liability calculations.
 - Payroll taxes and employee optional benefits increased \$36,301 as a result of salary increases indicated above.
- Professional and Outside services increased \$188,753 primarily due to the net effect of changes in the following areas:
 - Professional and legal services increased \$49,322 for special projects with the City of Ventura.

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VENTURA PORT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) YEAR ENDED JUNE 30, 2023

- Professional and legal services pertaining to human resources increased \$26,990 for personnel matters, human resources manual and policy updates.
- Professional and legal services pertaining to the Ventura Shellfish Aquaculture decreased \$26,656 because the NOAA grant was finalized in FY21-22.
- Professional and legal services pertaining to various issues decreased \$22,097. This reduction encompasses the net change for many one-time smaller issues.
- Professional services pertaining to web site development and design decreased \$17,564. The District website was redesigned in FY21-22. This work was not repeated in FY22-23.
- Outside services increased \$102,463 for engineering services not directly identified with a capital project. In FY22-23 architects were hired as project managers to oversee the project work. This task was completed in-house for FY21-22.
- Outside services for vessel salvage expenses increased \$32,385. The District participates in a vessel turn-in program with State Parks & Recreation for Surrendered and Abandoned Vessel Exchange (SAVE) grant funds that assist in the funding for salvaging of derelict recreational vessels turned in by vessel owners.
- Auditing and accounting services increased \$43,910 due to increases audit services rates and for accounting assistance services to implement the GASB87 lease accounting requirements.
- Repairs and maintenance increased \$56,511 for FY22-23. This increase is primarily the net effect of the following factors:
 - Other equipment repairs decreased \$22,663 as less elevator maintenance was necessary in FY22-23.
 - Vessel maintenance decreased \$22,185 as a vessel was lost during a severe wave event in the harbor in January 2022.
 - Village docks and fisheries maintenance increased \$53,135 to complete work on I dock and to maintain the fish hoist.
 - Building tenant improvements increased \$16,508 to refresh a couple of office suites that turned over in FY22-23. This refreshment includes painting, window blinds, detail cleaning, flooring, etc.
 - General building maintenance increased \$31,716 due to overall rate increases for parts, service, and replace building rain gutters in Village. Rain gutters are not replaced every year.
- Harbor dredging decreased \$34,468 for FY22-23 as it is not necessary to perform the same level of testing and monitoring in a year where inner harbor dredging is not needed.
- Utilities increased \$17,053 due to regular increased service rates.
- Insurance increased \$38,806 for general liability and property insurance from normal annual rate increases.

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Depreciation expense increased \$23,156 due to the amortization of new and existing capital assets over their estimated useful life and as a result of recording GASB96 SBITA accounting amortization expense for right of use assets.

Non-operating expenses decreased \$28,131 primarily due to debt interest expense being paid down annually.

Capital Assets and Debt Administration

Capital Assets

The Port District's capital assets, net of accumulated depreciation, totaled \$31,182,752 on June 30, 2023. This is an increase of \$1,244,673 over the June 30, 2022, balance of \$29,938,079. This increase is due to the net effect of new infrastructure improvements, the purchase of equipment, and the recording of 'right of use' assets offset by asset dispositions and the current year's depreciation expense.

The capital assets include land, harbor, building and leasehold improvements, equipment, leased equipment, subscription assets and construction in progress. The following table shows the change in capital assets for FY22-23 and FY21-22.

CAPITAL ASSETS, NET
YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022*	Increase (Decrease)	
			Amount	Percent
Land	\$ 2,342,629	\$ 2,342,629	\$ -	0.0 %
Buildings And Structures	31,248,028	29,490,051	1,757,977	6.0
Harbor Improvements	14,676,141	14,546,636	129,505	0.9
Equipment	1,994,845	2,030,553	(35,708)	(1.8)
Leased Equipment	723,954	723,954	-	0.0
Subscription Asset	48,490	33,738	14,752	43.7
Construction In Progress	1,028,047	702,687	325,360	46.3
Total	52,062,134	49,870,248	2,191,886	4.4
Less: Accumulated				
Depreciation	(20,879,382)	(19,932,169)	(947,213)	4.8
Total Capital Assets*	\$ 31,182,752	\$ 29,938,079	\$ 1,244,673	4.2

* The beginning balance was restated due to the implementation of GASB Statement No. 96.

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VENTURA PORT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) YEAR ENDED JUNE 30, 2023

Major improvement projects and equipment purchases in fiscal year 2023 were as follows:

- Purchased and installed three Electric Vehicle Charging Station Units in the maintenance parking lot of the District headquarters in anticipation of the purchase of three electric maintenance vehicles in FY23-24.
- Completed the construction of the new ADA compliant trash enclosures in the parking lot located near 1559 and 1691 Spinnaker Drive buildings in the Ventura Harbor Village. The projects began in the prior fiscal year.
- Completed the ADA renovations on three sets of restrooms in the Ventura Harbor Village located at 1567, 1575, and 1691 Spinnaker Drive.
- Completed roof replacements/repairs on the 1567 Spinnaker Drive cluster of buildings in the Ventura Harbor Village for buildings B & C that were ongoing from the prior fiscal year.
- Completed the buildout and renovation of the offices for the Marina Manager and the Courtesy Dockmaster staff at 1449 Spinnaker Drive in the Ventura Harbor Village.
- Replaced damage parking lot light poles that created a safety issue in the Harbor Cove beach parking lot.
- Designed and installed a new wayfinding and signage program in Harbor Village working jointly with Village tenants.

Major commitments in FY22-23 include renovations of the old Comedy Club restaurant space into offices. The District published the bid notice in May 2023 and awarded the \$750,000 renovation bid to F.C.T. Construction in June 2023. Actual construction did not begin until August 2023 on this project.

Additional information on the Port District's capital assets can be found in Note 2(c) of the basic financial statements.

Debt Administration

The Port District's long-term debt balance on June 30, 2023 is \$11,611,401. This is a decrease of \$1,166,638 over the June 30, 2022 balance of \$12,778,039. This decrease is a direct result of the annual paying down of principal on the outstanding balance of all the long-term debt.

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VENTURA PORT DISTRICT
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YEAR ENDED JUNE 30, 2023

The following table summarizes the changes in the Port District's long-term debt obligations as of June 2023 and 2022:

	SUMMARY OF LONG-TERM DEBT JUNE 30, 2023 AND 2022			
	2023	2022	Increase (Decrease)	
			Amount	Percent
2016 Refunding Certificates of Participation	\$ 3,478,500	\$ 3,689,600	(211,100)	(5.7) %
2018 Installment Obligation:				
Series A - Tax exempt	1,372,457	1,434,669	(62,212)	(4.3)
Series B - Taxable	2,595,444	2,701,770	(106,326)	(3.9)
2021 Refunding Installment Purchase Contract	4,165,000	4,952,000	(787,000)	(15.9)
Total long-term debt	<u>\$ 11,611,401</u>	<u>\$ 12,778,039</u>	<u>\$ (1,166,638)</u>	(9.1)

Additional information on the Port District's long-term debt can be found in Note 2(e) of the basic financial statements.

Economic Outlook

The long-term economic outlook for the Port District is positive, despite new challenges caused by a second year of atmospheric river rain events impacting California beginning December 2023 through March 2024 and temporary impacts to the north Harbor area caused by the construction of the City of Ventura's VenturaWaterPure project through the Harbor. The fiscal year 2023-24 mid-year budget forecasted a 4% increase in Harbor-wide revenues and a 22% increase in expenses; as we approach the end of the fiscal year, no significant deviation is anticipated.

Revenue levels at Ventura Harbor Village began to rebound from the COVID19 pandemic for the office, retail, and restaurant categories as business closures and restrictions necessitated by government agencies placed on business operations were lifted and business activity largely returned to normal and rent deferrals and abatements came to an end. However, these issues have been replaced with inflationary and interest rate concerns (Source: 2024 Ventura County Economic Outlook) along with increased staffing costs and costs of goods, as reported by Harbor Village tenants. There has been a resulting increase in vacancy in small brick and mortar startup businesses at the Village since the second half of 2023.

Most charter businesses were significantly down during the atmospheric rain events, with rebounding sales occurring during the spring of 2024 as weather improved.

As the owner operator of the Ventura Harbor Village complex, the Port District continues to complete long-term maintenance and infrastructure improvements on the land and waterside to maintain and renovate this 40-year-old complex in order to keep it competitive with other shopping centers.

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VENTURA PORT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) YEAR ENDED JUNE 30, 2023

In December 2018, the Board approved the conceptual design and scope of work for Ventura Harbor Village renovations and completed paint and awning improvements. A master signage program was approved by the City, providing tenants with the necessary templates for new business signs. Many new signs have been installed and more are underway. Construction of tenant wayfinding signage has been completed by the Port District. An addition to the master sign program will provide for a new monument sign at Harbor Blvd. and Schooner Drive to acknowledge the intersection as a major entry point to the Harbor and encourage visitation to north Harbor businesses.

The Port District also continues to invest in infrastructure improvements in Harbor Village with a strong emphasis on ADA access improvements. Multi-year programs for ADA upgrades to restrooms and common areas are underway and nearing completion for the Village. New trash enclosures are complete with ADA accessibility and improved waste handling.

The Port District's Master Tenants make up a significant portion of the Harbor's business activity and resulting District revenue. These businesses include five marinas, two boatyards, two hotels, a timeshare, a mobile home park, and several other businesses located on those parcels. The Master Tenants have been implementing major improvements and capital investments into the Port District's parcels as discussed below.

The Master Tenant of Holiday Inn Express and Four Points by Sheraton, Parcel 19, completed renovations of the existing facilities in Spring 2023. In July 2019, 40 new rooms were added to the Holiday Inn Express, increasing overall capacity.

The Ventura Yacht Club, Parcel 6, received approval from the Port District, City of Ventura and CA Coastal Commission to replace older boat slips. The project got underway in May 2024.

Safe Harbor Marinas (SHM), Parcels 2, 3, one of the largest marina operators in the region, was acquired by Sun Communities, Inc. a NYSE publicly traded real estate investment trust (REIT). SHM completed a significant slip replacement project for VIM Docks G, H, I, L, & M which represents a significant portion of their overall marina. Construction concluded in the summer of 2022.

Portside Ventura Harbor, Parcels 15, 16 and 18, in the northeast harbor area with 270 apartment units, 30 live/work units and 21,000 sq. ft. of commercial space is complete. The apartment units are mostly leased as of June 2024. With lease-up of residential largely complete and lease-up of commercial underway, the Port District's revenue exceeds \$1 million per year from this project. The aforementioned City VenturaWaterPure project is impacting the streets surrounding Portside and may have a temporary impact on leasing efforts. There is also a 104-slip marina associated with the project, but the percentage rental to the Port District is deferred for a ten-year period as stipulated in the lease.

The Parcel 20 Master Lease was assigned to Director Marine Holdings (DMH) who began operations in October 2020. DMH began the planning and entitlement efforts for a newly constructed marina, and landside improvements. DMH also operates an on-site boatyard. Other active businesses include a restaurant, boat towing service, sportfishing, and fuel dock. All are expected to remain as part of the new development. The Port District approved the project in June 2023. The landside portion of the project was approved by the City of Ventura in April 2024. The waterside portion of the project was submitted to the CA Coastal Commission for consideration in May 2024. DMH intends to begin construction by 2025.

ATTACHMENT 2

VENTURA PORT DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS (UNAUDITED) YEAR ENDED JUNE 30, 2023

The Port District continues to pursue long-term land use and/or development options for three sites, Parcels 5, 8, and 17. The City will be updating the General Plan (GP) and the Local Coastal Program (LCP) over the next two years which may facilitate new development at Parcel 17 as discussed below.

The Port District has begun long-range planning for the development of a park on Parcel 5, complimentary to the businesses at Harbor Village.

The National Park Service (NPS), who owns and operates the Channel Islands National Park (CINP) Visitor Center on Parcel 9 and has begun planning for improvements to the existing facility. CINP has also expressed interest in collaborating with the Port District to expand visitor-serving uses at the Harbor including the adjacent Parcel 8. However, there is no agreement in place for Parcel 8 and the timing of CINP improvements on Parcel 9 is highly dependent upon future federal funding.

The Master Lease at Parcel 17 ended after 50 years. The current master tenant, TBBW has entered into agreement with the Port District to pursue entitlements for a new mixed-use landside development and redevelopment of the waterside marina. Entitlements are expected to take several years.

Requests for Information

This financial report is designed to provide a general overview of the Port District's finances. If you have questions about this report or need additional financial information, contact the Accounting Manager, at (805) 465-7860 or 1603 Anchors Way Drive, Ventura, CA 93001.

ATTACHMENT 2

VENTURA PORT DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2023

ASSETS

Current Assets:

Cash and Cash Equivalents	\$ 13,298,971
Restricted Cash and Cash Equivalents	3,205,249
Accounts Receivable, Net	595,941
Due from Other Governments	93,301
Other Receivables	283,340
Prepaid Expenses	512,643
Lease Receivable	3,518,425
Inventories	61,414
Total Current Assets	<u>21,569,284</u>

Noncurrent Assets:

Lease Receivable	44,620,051
Capital Assets not Being Depreciated or Amortized	13,275,379
Capital Assets Being Depreciated or Amortized, Net	<u>17,907,373</u>
Total Capital Assets	<u>31,182,752</u>
Total Noncurrent Assets	<u>75,802,803</u>

Total Assets	97,372,087
--------------	------------

DEFERRED OUTFLOWS OF RESOURCES

Deferred Amounts on Refundings	137,500
Deferred Amounts from OPEB Plan	205,178
Deferred Amounts from Pension Plans	<u>2,442,679</u>
Total Deferred Outflows of Resources	<u>2,785,357</u>

See accompanying Notes to Financial Statements.

ATTACHMENT 2

VENTURA PORT DISTRICT
STATEMENT OF NET POSITION (CONTINUED)
JUNE 30, 2023

LIABILITIES

Current Liabilities:	
Accounts Payable	\$ 933,479
Interest Payable	161,924
Accrued Liabilities	67,106
Unearned Revenue	61,172
Security Deposits	290,730
Current Portion of OPEB Liability	28,788
Current Portion of Long-Term Liabilities	1,568,117
Total Current Liabilities	<u>3,111,316</u>
Noncurrent Liabilities:	
Long-Term Liabilities	10,969,028
OPEB Liability	1,201,881
Net Pension Liability	4,727,919
Total Noncurrent Liabilities	<u>16,898,828</u>
Total Liabilities	20,010,144

DEFERRED INFLOWS OF RESOURCES

Deferred Amounts from OPEB Plan	441,343
Deferred Amounts from Pension Plans	356,614
Deferred Amounts from Leases	47,498,502
Total Deferred Inflows of Resources	<u>48,296,459</u>

NET POSITION

Net Investment in Capital Assets	18,983,416
Restricted for Dredging	3,000,000
Restricted for Fisheries Complex	205,249
Unrestricted	<u>9,662,176</u>
Total Net Position	<u>\$ 31,850,841</u>

See accompanying Notes to Financial Statements.

ATTACHMENT 2

**VENTURA PORT DISTRICT
STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION
YEAR ENDED JUNE 30, 2023**

OPERATING REVENUES

Leases:	
General	\$ 7,506,440
Harbor Village Slips	1,229,886
Fishing	365,867
Boat Yard	366,788
Charter	476,630
Tenant Reimbursements	497,569
Dry Storage	74,888
Other	269,256
Total Operating Revenues	<u>10,787,324</u>

OPERATING EXPENSES

Administration	232,813
Salaries and Benefits	4,529,061
Merchant Promotion	363,515
Professional Services	1,085,905
Depreciation and Amortization	1,321,085
Repairs and Maintenance	963,908
Harbor Dredging	143,386
Utilities	450,799
Insurance	354,365
Other	167,317
Total Operating Expenses	<u>9,612,154</u>

OPERATING INCOME

1,175,170

NONOPERATING REVENUES (EXPENSES)

Taxes	1,678,580
Investment Income	307,615
Interest Income on Leases	775,364
Intergovernmental Grants	93,301
Insurance Recovery	350,000
Gain on Disposition of Capital Assets	3,946
Interest Expense	(433,936)
Total Nonoperating Revenues (Expenses)	<u>2,774,870</u>

CHANGE IN NET POSITION

3,950,040

Net Position - Beginning of Year

27,900,801

NET POSITION - END OF YEAR

\$ 31,850,841

See accompanying Notes to Financial Statements.

ATTACHMENT 2

**VENTURA PORT DISTRICT
STATEMENT OF CASH FLOWS
YEAR ENDED JUNE 30, 2023**

CASH FLOWS FROM OPERATING ACTIVITIES

Cash Received from Tenants	\$ 6,216,511
Cash Received from Others	295,285
Cash Paid to Employees	(4,706,140)
Cash Paid for Goods and Services	(3,283,812)
Net Cash Used by Operating Activities	<u>(1,478,156)</u>

CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES

Taxes Received	1,655,119
Receipts from Other Governments	254,597
Net Cash Provided by Noncapital Financing Activities	<u>1,909,716</u>

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Proceeds from Disposal of Capital Assets	5,200
Proceeds from Insurance Recovery	350,000
Acquisition and Construction of Capital Assets	(2,552,255)
Principal Payments on Long-Term Debt	(1,276,423)
Interest Payments on Long-Term Debt	(412,469)
Interest Received on Long-Term Leases	775,364
Principal Received from Long-Term Leases	3,735,035
Net Cash Provided by Capital and Related Financing Activities	<u>624,452</u>

CASH FLOWS FROM INVESTING ACTIVITIES

Interest Received	232,584
Change in Fair Value of Cash and Cash Equivalents	(53,588)
Net Cash Provided by Investing Activities	<u>178,996</u>

NET INCREASE IN CASH AND CASH EQUIVALENTS

1,235,008

Cash and Cash Equivalents - Beginning of Year

15,269,212**CASH AND CASH EQUIVALENTS - END OF YEAR**\$ 16,504,220**RECONCILIATION OF CASH AND CASH EQUIVALENTS
TO STATEMENT OF NET POSITION**

Cash and Cash Equivalents	\$ 13,298,971
Restricted Cash and Cash Equivalents	3,205,249
Total	<u>\$ 16,504,220</u>

See accompanying Notes to Financial Statements.

ATTACHMENT 2

**VENTURA PORT DISTRICT
STATEMENT OF CASH FLOWS (CONTINUED)
YEAR ENDED JUNE 30, 2023**

**RECONCILIATION OF OPERATING INCOME TO
NET CASH USED BY OPERATING ACTIVITIES**

Operating Income	\$ 1,175,170
Adjustments to Reconcile Operating Income to Net Cash Used by Operating Activities:	
Depreciation and amortization	1,321,085
Changes in Operating Assets and Liabilities:	
(Increase) Decrease in Assets and Deferred Outflows of Resources:	
Accounts Receivable	(64,470)
Other Receivables	26,029
Prepaid Expenses	(29,147)
Deferred Outflows from OPEB Plan	30,843
Deferred Outflows from Pension Plans	(1,501,939)
Increase (Decrease) in Liabilities and Deferred Inflows of Resources:	
Accounts Payable	467,788
Accrued Liabilities	(61,770)
Unearned Revenue	(56,485)
Security Deposits	1,206
Compensated Absences	6,256
OPEB Liability	(219,240)
Net Pension Liability	2,784,168
Deferred Inflows from OPEB Plans	253,845
Deferred Inflows from Pension Plans	(1,430,893)
Deferred Inflows from Leases	(4,180,602)
Net Cash Used by Operating Activities	<u>\$ (1,478,156)</u>

NONCASH CAPITAL AND RELATED FINANCING ACTIVITIES

Amortization on Deferred Amount on Debt Refunding	\$ (33,674)
Lease Receivable Additions	792,854
Subscription Additions	48,490

See accompanying Notes to Financial Statements.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

The Ventura Port District (District) was organized under Sections 6200-6372 of the Harbor and Navigation Code of the state of California on April 15, 1952, for the purpose of acquiring, constructing, and operating a small boat harbor now known as Ventura Harbor. The District is governed by a board of five commissioners appointed by the District Council of the District of San Buenaventura (the Board of Port Commissioners). They serve for a term of four years without compensation. The Board of Port Commissioners appoints legal counsel, an auditor, and a general manager to implement board policies and direct operational aspects of the harbor.

The District receives a pro rata share of the general tax levy from the County of Ventura. The District also has the power of eminent domain.

The accounting policies of the District conform to generally accepted accounting principles as applicable to governmental units.

The financial statements present the District and its component unit, an entity for which the District is considered to be financially accountable. A blended component unit, although a legally separate entity, is, in substance, part of the District's operations, and data from this unit is combined with data of the District. The blended component unit has a June 30 year-end. The District had no discretely presented component units. The following entity is reported as a blended component unit.

The Ventura Port District Public Facilities Corporation (the Corporation) was formed and organized in 1992 as a nonprofit public benefit corporation pursuant to the laws of the state of California. The District's Board of Port Commissioners acts as the governing board of the Corporation, and the Corporation is financially accountable to the District. The Corporation was formed for the purpose of financing and owning certain improvements on land leased from the District consisting of a portion of a multiple-use center and marina, which is commonly referred to as Ventura Harbor Village. The debt issued by the Corporation was paid off in fiscal year 2020-2021 and the Corporation had no financial transactions in fiscal year 2022-2023. Separate financial statements are not prepared for the Corporation.

B. Basis of Presentation

The financial statements (i.e., statement of net position, statement of revenues, expenses, and changes in net position, and statement of cash flows) report information on all of the activities of the District.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**B. Basis of Presentation (Continued)**

The District's activities are accounted for in an enterprise fund. An enterprise fund is a proprietary-type fund used to account for operations: (a) that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges, or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or net income is appropriate for capital maintenance, public policy, management control, accountability, or other purposes. The District applies all Governmental Accounting Standards Board (GASB) pronouncements.

Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

C. Measurement Focus and Basis of Accounting

Measurement focus is a term used to describe which transactions are recorded within the various financial statements. *Basis of accounting* refers to when transactions are recorded regardless of the measurement focus applied. The accompanying financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) associated with these activities are included on the statement of net position. The statement of revenues, expenses, and changes in net position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Enterprise funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services. The principal operating revenues of the District are lease revenues. Operating expenses include costs of providing services in relation to the leased properties, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first and then use unrestricted resources as needed.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**D. Deferred Outflows/Inflows of Resources**

In addition to assets, the Statement of Net Position will report a separate section for deferred outflows of resources. Deferred outflows of resources represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense) until that time. The category of deferred outflow of resources reported in the statement of net position is related to debt refunding, pensions, and other postemployment benefits. The deferred charge on refunding resulted from the difference between the carrying value of refunded debt and its reacquisition price. This amount is deferred and amortized over the shorter of the life of the refunded or refunding debt. Deferred outflows on pension and other postemployment benefits are more fully discussed in Note 3C and 3D.

In addition to liabilities, the statement of net position will report a separate section for deferred inflows of resources. Deferred inflows of resources represents an acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources (revenue) until that time. The District's deferred inflows of resources reported on the statement of net position relate to pension and other postemployment benefits, which are more fully discussed in Note 3C and 3D. The statement of net position also reports a deferred inflow of resources related to leases which is more fully discussed in Note 3A.

E. Assets, Liabilities, and Net PositionCash and Cash Equivalents

For the purposes of the statement of cash flows, the District considers cash on hand and in the bank, cash held and invested by the County Treasurer, and the pooled funds held by the state of California Local Agency Investment Fund (LAIF), which are readily convertible to known amounts of cash, to be cash and cash equivalents.

Cash and cash equivalents, as reported in the statement of cash flows, include both restricted and unrestricted amounts.

Accounts Receivable

The District grants unsecured credit to its customers. Bad debts are accounted for by the reserve method, which establishes an allowance for doubtful accounts based upon historical losses and a review of past due accounts.

Prepaid Expenses

Certain payments to vendors reflect costs applicable to a future accounting period and are, therefore, recorded as prepaid expenses. The cost of prepaid expenses is recorded as an expense when consumed.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Assets, Liabilities, and Net Position (Continued)

Inventories

Inventories consist primarily of materials and supplies used in the general maintenance of vehicles, boats, and leased land. They are valued at cost using the first-in, first-out method under the consumption method.

Capital Assets

The District defines capital assets as tangible property having a minimum value of \$5,000 (\$10,000 for buildings, improvements, and infrastructure) that has a life expectancy longer than one year. All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Donated capital assets are valued at their acquisition value on the date donated.

Depreciation and amortization have been provided over estimated useful lives using the straight-line method. The estimated useful lives are as follows:

Harbor Improvements	5 to 50 Years
Leasehold Improvements	5 to 50 Years
Buildings and Structures	5 to 50 Years
Boats	3 to 10 Years
Trucks	3 to 10 Years
Equipment	3 to 10 Years
Right-to-Use Assets - Leases	3 to 7 Years
Right-to-Use Assets - Subscription	1 to 3 Years
Signs	5 Years

Property Taxes Receivables

Secured property taxes are attached as an enforceable lien on property as of January 1. Taxes are levied based on a July 1 to June 30 fiscal year. Taxes are due in two installments on November 1 and February 1 and become delinquent after December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31. The County of Ventura bills and collects the taxes for the District. Tax revenues are recognized by the District in the year levied. Property tax receivables are adjusted to their net realizable values by deducting any estimated uncollectible amounts reported to the District.

Compensated Absences

District employees earn vacation and sick leave in accordance with the personnel policies of the District. The liability for vested vacation and sick leave is recorded as an expense when earned.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**E. Assets, Liabilities, and Net Position (Continued)**Net Position

In the statement of net position, net position is categorized as net investment in capital assets, restricted and unrestricted.

- *Net Investment in Capital Assets* – This category groups all capital assets into one component of net position. Deferred amounts on refundings increase the balance in this category. Accumulated depreciation and the outstanding balances of debt and other payables that are attributable to the acquisition, construction, or improvement of these assets reduce the balance in this category.
- *Restricted* – This category presents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law or judgment. At June 30, 2023, the restricted assets are \$3,205,249, of which \$3,000,000 is restricted for dredging of the harbor by a court judgment against the District in 1979, and \$205,249 is restricted by a lease agreement for facility maintenance on the fisheries complex.
- *Unrestricted* – This category represents assets of the District not restricted for any project or other purpose.

F. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions and pension expense, information about the fiduciary net position of the District's California Public Employees' Retirement System (CalPERS) plans and additions to/deductions from the plans' fiduciary net position has been determined on the same basis as it is reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

G. Leased PropertyLessee

The District is a lessee for noncancellable leases of equipment. The District recognizes a lease liability and an intangible right-to-use lease asset (lease asset) in the financial statements. At the commencement of a lease, the District initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over the shorter of the lease term or the useful life of the underlying asset.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**G. Leased Property (Continued)**Lessor

The District recognizes a lease receivable and a deferred inflow of resources in the financial statements. At the commencement of a lease, the District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term. The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

H. Subscriptions

The District is a lessee for noncancellable subscription-based information technology arrangements (SBITA). The District recognizes a subscription liability and an intangible right-to-use subscription asset (subscription asset) in the financial statements. At the commencement of a subscription, the District initially measures the subscription liability at the present value of payments expected to be made during the subscription term. Subsequently, the subscription liability is reduced by the principal portion of subscription payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for subscription payments made at or before the subscription commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over the shorter of the subscription term or the useful life of the underlying asset.

I. Adoption of New Accounting StandardsGASB Statement No. 96

In May 2020, the GASB issued GASB Statement No. 96. *Subscription-Based Information Technology Arrangements*. This standard defines a subscription-based information technology arrangement (SBITA); establishes that a SBITA results in a right-to-use subscription asset (an intangible asset) and a corresponding subscription liability; provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and requires note disclosures regarding a SBITA.

The District adopted the requirement of the guidance effective July 1, 2022 and has applied the provisions of this standard to the beginning of the fiscal year.

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 2 DETAILED NOTES

A. Cash and Investments

Cash and Investments

Cash and investments as of June 30, 2023, are reported in the statement of net position as follows:

Cash and Cash Equivalents	\$ 13,298,971
Restricted Cash and Cash Equivalents	3,205,249
Total Cash and Investments	<u>\$ 16,504,220</u>

Cash and investments as of June 30, 2023, consist of the following:

Demand Accounts (Bank Balance)	\$ 785,251
Less: Outstanding Checks	<u>(33,543)</u>
Deposits	751,708
Petty Cash	2,485
Total Deposits and Petty Cash	<u>754,193</u>

Investments:

State of California LAIF	15,730,774
Ventura County Treasury Pool	<u>19,253</u>
Total Investments	<u>15,750,027</u>
Total Cash and Investments	<u>\$ 16,504,220</u>

Restricted Cash and Cash Equivalents

A portion of cash and cash equivalents as of June 30, 2023, is considered to be restricted for the following purposes:

Dredging Pursuant To Settlement Agreement	\$ 3,000,000
Facility Maintenance Pursuant To Lease Agreement	<u>205,249</u>
Total	<u>\$ 3,205,249</u>

Investments Authorized by the California Government Code and the District's Investment Policy

The District's investment policy authorizes an investment in all investments authorized under provisions of California Government Code Section 53601. The District's investment policy is not more restrictive than the California Government Code.

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 2 DETAILED NOTES (CONTINUED)

A. Cash and Investments (Continued)

Investments Authorized by the California Government Code and the District's Investment Policy (Continued)

The table below identifies the investment types that are authorized for the District by the California Government Code. The table also identifies certain provisions of the California Government Code that address interest rate risk and concentration of credit risk.

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>	<u>Percentage of Portfolio*</u>	<u>Maximum Investment in One Issuer</u>
United States Treasury Obligations	5 Years	None	None
United States Government Sponsored Agency Securities	5 Years	None	None
State of California Obligations	5 Years	None	None
California Local Agency Obligations	5 Years	None	None
Negotiable Certificates of Deposit	5 Years	30%	5%
CD Placement Service	5 Years	30%	None
Banker's Acceptance	180 Days	40%	30%
Repurchase Agreements	1 Year	None	None
Commercial Paper	270 Days	25%	10%
Medium-Term Notes	5 Years	30%	None
California LAIF	N/A	None	None
County Pooled Investment Funds	N/A	None	None
Joint Powers Authority Pool	N/A	None	None
Mutual Funds and Money Market Mutual Funds	N/A	20%	10%

N/A - Not Applicable

* Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 2 DETAILED NOTES (CONTINUED)

A. Cash and Investments (Continued)

Disclosures Relating to Interest Rate Risk (Continued)

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table, which shows the distribution of the District's investments by maturity at June 30, 2023:

	Less Than One Year
Investment Type:	
LAIF	\$ 15,730,774
Ventura County Treasury Pool	19,253
Total	\$ 15,750,027

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. LAIF does not have a rating provided by a nationally recognized statistical rating organization. The Ventura County Treasury Pool had a Standard & Poor's rating of AAA at June 30, 2023.

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the District's policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposit made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure District deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

As of June 30, 2023, all of the District's deposits with financial institutions were covered by federal depository insurance limits or collateralized as required under California law.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 2 DETAILED NOTES (CONTINUED)**A. Cash and Investments (Continued)**Custodial Credit Risk (Continued)

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. Investments are exposed to custodial credit risk if the securities are uninsured, are not registered in the name of the District, and are held by either the counterparty, or the counterparty's trust department or agent but not in the District's name. At June 30, 2023, the District does not have any investments that are exposed to custodial credit risk.

Investment in State Investment Pool

The District is a voluntary participant in LAIF that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The fair value of the District's investment in this pool is reported in the accompanying financial statements at amounts based upon the District's pro rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis.

Investment in Ventura County Treasury Pool

The District is an involuntary participant in the Ventura County Treasury Pool. The District's account is used to collect and transmit property tax revenues to the District. The balance available for withdrawal is based on the accounting records maintained by Ventura County Treasurer Pool, which are recorded on an amortized cost basis.

Fair Value Measurements

The District categorizes its fair value measurement within the fair value hierarchy established by accounting principles generally accepted in the United States of America. The hierarchy is based on the relative inputs used to measure the fair value of the investments. Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are quoted prices for similar assets in active markets, and Level 3 inputs are significant unobservable inputs. The district's investments in LAIF and the Ventura County Treasury Pool are not subject to fair value measurement.

B. Accounts Receivable, Net

As of June 30, 2023, accounts receivable, net, consist primarily of receivables for variable payments on lease agreements of \$705,941 with an allowance for uncollectible accounts of \$110,000 for a net amount of \$595,941.

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 2 DETAILED NOTES (CONTINUED)

C. Capital Assets

A summary of changes in the capital assets for the year ended June 30, 2023, is as follows:

	Balance at July 1, 2022*	Additions	Deletions	Transfers	Balance at June 30, 2023
Capital Assets, Not Being Depreciated:					
Land	\$ 2,342,629	\$ -	\$ -	\$ -	\$ 2,342,629
Land Improvements	9,904,703	-	-	-	9,904,703
Construction in Progress	702,687	939,706	-	(614,346)	1,028,047
Total Capital Assets, Not Being Depreciated	12,950,019	939,706	-	(614,346)	13,275,379
Capital Assets, Being Depreciated:					
Buildings and Structures	23,271,028	272,749	(204,573)	377,405	23,716,609
Equipment	2,030,553	60,829	(96,537)	-	1,994,845
Harbor Improvements	4,641,933	129,505	-	-	4,771,438
Leasehold Improvements	6,219,027	1,149,467	(74,016)	236,941	7,531,419
Total Capital Assets, Being Depreciated	36,162,541	1,612,550	(375,126)	614,346	38,014,311
Less: Accumulated Depreciation	(19,834,196)	(1,209,179)	373,876	-	(20,669,499)
Total Capital Assets, Being Depreciated, Net	16,328,345	403,371	(1,250)	614,346	17,344,812
Intangible Right-to-Use Assets:					
Leased Equipment	723,954	-	-	-	723,954
Subscription Asset	33,738	14,752	-	-	48,490
Less: Accumulated Amortization	(97,977)	(111,906)	-	-	(209,883)
Net Intangible Right-to-Use Assets	659,715	(97,154)	-	-	562,561
Total Capital Assets, Net	<u>\$ 29,938,079</u>	<u>\$ 1,245,923</u>	<u>\$ (1,250)</u>	<u>\$ -</u>	<u>\$ 31,182,752</u>

* The beginning balance was restated due to the implementation of GASB Statement No. 96.

Depreciation and amortization expense was \$1,321,085 for the year ended June 30, 2023.

D. Unearned Revenue

Unearned revenue represents lease rent amounts received in advance for monthly leases, variable payments on lease agreements and advanced rent paid on a license agreement. Unearned revenue totaled \$61,172 at June 30, 2023.

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 2 DETAILED NOTES (CONTINUED)

E. Long-Term Liabilities

The following is a summary of changes in long-term liabilities for the year ended June 30, 2023:

	Balance at July 1, 2022*	Additions	Deletions	Balance at June 30, 2023	Due Within One Year
Notes from Direct Borrowings and Direct Placements:					
2016 Refunding Certificates of Participation	\$ 3,689,600	\$ -	\$ (211,100)	\$ 3,478,500	\$ 218,100
2018 Installment Obligation:					
Series A	1,434,669	-	(62,212)	1,372,457	64,802
Series B	2,701,770	-	(106,326)	2,595,444	111,981
2021 Refunding Installment Purchase Contract	4,952,000	-	(787,000)	4,165,000	804,000
Subtotal	12,778,039	-	(1,166,638)	11,611,401	1,198,883
Other Long-Term Liabilities:					
Lease Payable	633,561	-	(93,964)	539,597	93,062
Subscription Payable	33,738	14,752	(15,821)	32,669	16,391
Compensated Absences	347,222	536,455	(530,199)	353,478	259,781
Total	\$ 13,792,560	\$ 551,207	\$ (1,806,622)	\$ 12,537,145	\$ 1,568,117

* The beginning balance was restated due to the implementation of GASB Statement No. 96.

The District's debt contains provisions that in an event of default, outstanding amounts become immediately due if the District is unable to make payment.

2016 Refunding Certificates of Participation

On March 1, 2016, the District entered into an installment purchase agreement relating to the District's \$4,841,800 Refunding Certificates of Participation, Series 2016 (Series 2016 Refunding Certificates) with the Municipal Finance Corporation to currently refund the \$4,731,560 notes payable to the State of California Department of Boating and Waterways. The defeased notes payable have been paid in full. All Series 2016 Refunding Certificates were purchased by City National Bank. The Series 2016 Refunding Certificates bear interest rate of 3.30% and payments of principal and interest are due semiannually on August 1 and February 1.

The annual debt service requirements on the 2016 Refunding Certificates of Participation are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 218,100	\$ 112,992	\$ 331,092
2025	225,900	105,729	331,629
2026	232,900	98,218	331,118
2027	240,700	90,466	331,166
2028	248,700	82,457	331,157
2029 Through 2033	1,373,800	282,472	1,656,272
2034 Through 2036	938,400	54,869	993,269
Totals	\$ 3,478,500	\$ 827,203	\$ 4,305,703

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 2 DETAILED NOTES (CONTINUED)

E. Long-Term Liabilities (Continued)

2018 Installment Obligation

On August 8, 2018, the District entered into a \$4,664,166 installment sale agreement (2018 Installment Obligation) with Municipal Finance Corporation for the purpose of providing funding for marina dock improvements. Municipal Finance Corporation assigned its interest in the installment payments contemporaneously, to City National Bank. Interest accrues at a rate of 4.12% per annum with respect to the tax-exempt Series A installment payments (\$1,632,458) and 5.25% per annum with respect to the taxable Series B installment payments (\$3,031,708). Principal and interest are due semiannually commencing February 1, 2019 and concluding on August 31, 2038.

The annual debt service requirements for Series A are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 64,802	\$ 55,885	\$ 120,687
2025	67,498	53,187	120,685
2026	70,308	50,378	120,686
2027	73,235	47,451	120,686
2028	76,283	44,402	120,685
2029 Through 2033	431,773	171,598	603,371
2034 Through 2038	588,558	75,215	663,773
Totals	<u>\$ 1,372,457</u>	<u>\$ 498,116</u>	<u>\$ 1,870,573</u>

The annual debt service requirements for Series B are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 111,981	\$ 134,810	\$ 246,791
2025	117,937	128,854	246,791
2026	124,210	122,581	246,791
2027	130,817	115,974	246,791
2028	137,775	109,016	246,791
2029 Through 2033	806,908	427,047	1,233,955
2034 Through 2038	1,045,577	188,379	1,233,956
2039	120,239	3,156	123,395
Totals	<u>\$ 2,595,444</u>	<u>\$ 1,229,817</u>	<u>\$ 3,825,261</u>

2021 Installment Purchase Contract

On April 1, 2021, the District entered into a \$5,760,000 installment purchase contract with CN Financing, Inc for the purpose of refinancing the 2008 Refunding Certificates of Participation and the 2009 Refunding Certificates of Participation. The installment payments of principal are due April 1 with a final payment due August 1, 2027 and interest payments are due semi-annually on February 1 and August 1. Interest on the installment purchase contract is at 1.95%.

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 2 DETAILED NOTES (CONTINUED)

E. Long-Term Liabilities (Continued)

2021 Installment Purchase Contract (Continued)

The annual debt service requirements on the 2021 Installment Purchase Contract are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 804,000	\$ 73,379	\$ 877,379
2025	817,000	57,574	874,574
2026	834,000	41,477	875,477
2027	848,000	25,077	873,077
2028	862,000	8,405	870,405
Totals	<u>\$ 4,165,000</u>	<u>\$ 205,912</u>	<u>\$ 4,370,912</u>

Debt Service Coverage Requirements

The Series 2016 Refunding Certificates, the 2018 Installment Obligation, Series A and B, and the 2021 Installment Purchase Contract are secured by the District's pledge of all net revenues. Net revenue is defined as all operating and nonoperating revenue except for grant revenue less all operating and nonoperating expenses excluding depreciation and interest. A comparison of pledged net revenues to current-year debt service as of June 30, 2023, is as follows:

Net Revenues	\$ 5,251,533
Debt Services - Current Year	1,608,157

The District net revenues exceeded the debt service coverage requirements for the year ended June 30, 2023.

Leases

The District leases equipment for various terms under long-term noncancellable lease agreements. The leases expire at various dated through fiscal year 2028-2029 and do not have renewal options.

Total future minimum lease payments are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 93,062	\$ 3,907	\$ 96,969
2025	87,902	3,210	91,112
2026	88,599	2,513	91,112
2027	89,301	1,810	91,111
2028	90,010	1,102	91,112
2029	90,723	389	91,112
Totals	<u>\$ 539,597</u>	<u>\$ 12,931</u>	<u>\$ 552,528</u>

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 2 DETAILED NOTES (CONTINUED)

E. Long-Term Liabilities (Continued)

Subscription Liability

The District has entered into subscription based-information technology arrangements (SBITAs) for various software. The SBITA arrangements expire at various dates through 2025 and provide for renewal options.

The future subscription payments under SBITA agreements are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 16,391	\$ 557	\$ 16,948
2025	16,278	270	16,548
Totals	<u>\$ 32,669</u>	<u>\$ 827</u>	<u>\$ 33,496</u>

NOTE 3 OTHER INFORMATION

A. Leases

The District receives the majority of its operating revenues in the form of rent payments from lessees of the parcels of land and buildings in Ventura Harbor. The District, acting as lessor, leases land under long-term, noncancelable lease agreements. The leases expire at various dates through 2067 and some provide renewal options up to 30 years. Lease terms for master parcel leases range from 20 to 50 years. Lease terms for Harbor Village leases range from 2 to 5 years. During the year ended June 30, 2023, the District recognized \$4,180,602 and \$775,364 in lease revenue and interest revenue, respectively, pursuant to these contracts.

Certain leases provide for increases in future minimum annual rental payments based on defined increases in the Consumer Price Index, subject to certain minimum increases.

Some leases require variable payments based on future performance of the lessee or usage of the underlying asset that are not included in the measurement of the lease receivable. Those variable payments are recognized as inflows of resources in the period in which payments are due. During the year ended June 30, 2023, the District recognized in income variable payments required to be paid by the lease agreements totaling \$3,671,090.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)**A. Leases (Continued)**

Total future minimum lease payments to be received under lease agreements are as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 3,518,425	\$ 736,352	\$ 4,254,777
2025	2,865,718	692,597	3,558,314
2026	2,527,210	655,081	3,182,290
2027	1,891,684	621,871	2,513,555
2028	1,799,590	591,701	2,391,290
2029 Through 2033	8,378,650	2,534,816	10,913,466
2034 Through 2038	6,979,939	1,932,723	8,912,662
2039 Through 2043	5,869,033	1,416,075	7,285,108
2044 Through 2048	5,115,365	975,835	6,091,200
2049 Through 2053	5,402,045	536,655	5,938,700
2054 Through 2058	1,465,715	245,977	1,711,692
2059 Through 2063	1,362,681	137,319	1,500,000
2064 Through 2068	962,424	27,092	989,516
Totals	<u>\$ 48,138,476</u>	<u>\$ 11,104,095</u>	<u>\$ 59,242,572</u>

B. Dredging Reserve

As the result of a litigation settlement during the year ended June 30, 1979, the District is required to maintain a \$3,000,000 reserve to be utilized to maintain the channel from the open sea to the Ventura Keys. Should the reserve fall below \$3,000,000, the District is required to budget and fund annually 25% of total operating revenue of the prior year until such time as the reserve balance reaches \$3,000,000 again.

The District maintains a separate restricted general ledger cash account for dredging related expenses. As of June 30, 2023, this account had a balance of \$3,000,000.

C. Pension Plans**1. General Information about the Pension Plans**Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the District's separate Safety (police) and Miscellaneous (all other) Employee Pension Plans (Plans), which are cost-sharing multiple-employer defined benefit pension plans administered by CalPERS. Benefit provisions under the Plans are established by state statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions, and membership information that can be found on the CalPERS website.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)

C. Pension Plans (Continued)

1. General Information about the Pension Plans (Continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 to 62 with statutorily reduced benefits. For employees hired into a plan with the 1.5% at 65 formula, eligibility for service retirement is age 55 with at least five years of services. California Public Employees' Pension Reform Act (PEPRA) miscellaneous members become eligible for service retirement upon attainment of age 52 with at least five years of service. All members are eligible for nonduty disability benefits after five years of service.

The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. Safety members can receive a special death benefit if the member dies while actively employed and the death is job-related. Fire members may receive the alternate death benefit in lieu of the Basic Death Benefit or the 1957 Survivor Benefit if the member dies while actively employed and has at least 20 years of total CalPERS service. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect for the year ended June 30, 2023, the measurement period, are summarized as follows:

Hire Date	Miscellaneous	
	Prior to January 1, 2013	On or After January 1, 2013
Benefit Formula	2% @ 55	2% @ 62
Benefit Vesting Schedule	5 Years of Service	5 Years of Service
Benefit Payments	Monthly for Life	Monthly for Life
Retirement Age	50	52
Monthly Benefits, as a Percentage of Eligible Compensation	1.4% to 2.4%	1.0% to 2.5%
Required Employee Contribution Rates	7.00%	6.25%
Required Employer Contribution Rates:		
Normal Cost Rate	10.87%	7.47%
Payment of Unfunded Liability	\$ 246,991	\$ 1,912

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)

C. Pension Plans (Continued)

1. General Information about the Pension Plans (Continued)

Benefits Provided (Continued)

	<u>Safety</u>	
	<u>Prior to</u>	<u>On or After</u>
Hire Date	January 1, 2013	January 1, 2013
Benefit Formula	2% @ 55	2% @ 57
Benefit Vesting Schedule	5 Years of Service	5 Years of Service
Benefit Payments	Monthly for Life	Monthly for Life
Retirement Age	50	52
Monthly Benefits, as a Percentage of		
Eligible Compensation	1.4% to 2.0%	1.6% to 2.0%
Required Employee Contribution Rates	7.00%	9.50%
Required Employer Contribution Rates:		
Normal Cost Rate	15.62%	10.80%
Payment of Unfunded Liability	\$ 88,797	\$ 167

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability.

The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. District contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contributions requirements are classified as plan member contributions. For fiscal year 2022-2023, the District's employer contributions were \$442,642 and \$213,983 for the miscellaneous and safety plans, respectively.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)**C. Pension Plans (Continued)****2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions**

As of June 30, 2023, the District reported net pension liabilities for its proportionate shares of the net pension liability of the Plans as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	\$ 3,539,711
Safety	1,188,208
Total Net Pension Liability	<u>\$ 4,727,919</u>

The District's net pension liability for the Plans is measured as the proportionate share of the net pension liability. The net pension liability of each of the Plans is measured as of June 30, 2022, and the total pension liability for each Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021, and rolled forward to June 30, 2022, using standard update procedures. The District's proportionate share of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

The District's proportionate shares of the net pension liability for each Plan were as follows:

	<u>Miscellaneous</u>	<u>Safety</u>
Proportion - June 30, 2022	0.08151%	0.01128%
Proportion - June 30, 2023	<u>0.07565%</u>	<u>0.01729%</u>
Change - Increase (Decrease)	<u>-0.00586%</u>	<u>0.00601%</u>

For the year ended June 30, 2023, the District recognized pension expense of \$507,961 (\$121,952 for the Miscellaneous Plan and \$386,009 for the Safety Plan). At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 3 OTHER INFORMATION (CONTINUED)

C. Pension Plans (Continued)

2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

	Miscellaneous	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension Contributions Subsequent to Measurement Date	\$ 442,642	\$ -
Differences Between Actual and Expected Experience	71,084	(47,609)
Change in Assumptions	362,717	-
Change in Employer's Proportion and Differences Between the Employer's Contributions and the Employer's Proportionate Share of Contributions	123,919	(172,840)
Net Differences Between Projected and Actual Earnings on Plan Investments	648,382	-
Total	<u>\$ 1,648,744</u>	<u>\$ (220,449)</u>
	Safety	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension Contributions Subsequent to Measurement Date	\$ 213,983	\$ -
Differences Between Actual and Expected Experience	49,176	(12,903)
Change In Assumptions	119,807	-
Change in Employer's Proportion and Differences Between the Employer's Contributions and the Employer's Proportionate Share of Contributions	223,334	(123,262)
Net Differences Between Projected and Actual Earnings on Plan Investments	187,635	-
Total	<u>\$ 793,935</u>	<u>\$ (136,165)</u>

\$656,625 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2024. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)**C. Pension Plans (Continued)****2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)**

<u>Year Ending June 30,</u>	<u>Miscellaneous</u>	<u>Safety</u>	<u>Total</u>
2024	\$ 240,274	\$ 145,659	\$ 385,933
2025	213,330	118,847	332,177
2026	135,477	64,821	200,298
2027	396,572	114,460	511,032
2028	-	-	-
Thereafter	-	-	-

Actuarial Methods and Assumptions

The total pension liability for the June 30, 2022 measurement period was determined by an actuarial valuation performed as of June 30, 2021, with update procedures used to roll forward the total pension liability to June 30, 2022.

	<u>Miscellaneous</u>	<u>Safety</u>
Valuation Date	June 30, 2021	June 30, 2021
Measurement Date	June 30, 2022	June 30, 2022
Actuarial Cost Method	Entry-Age Normal Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:		
Discount Rate	6.90%	6.90%
Inflation	2.30%	2.30%
Salary Increases	(a)	(a)
Mortality Rate Table	(b)	(b)
Postretirement Benefit Increase	(c)	(c)

(a) Varies by entry age and service.

(b) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Preretirement and Postretirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

(c) The less of contract COLA or 2.30% until Purchasing Power Protection Allowance Floor on purchasing power applies, 2.30% thereafter.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)**C. Pension Plans (Continued)****2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)**Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations, as well as the expected pension fund (PERF) cash flows. Using historical returns of all the funds' asset classes, expected compound (geometric) returns were calculated over the short term (first 10 years) and the long term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as follows:

Asset Class (a)	Allocation	(a) (b)
Global Equity - Cap-Weighted	30.00 %	1.45%
Global Equity - Non-Cap-Weighted	12.00	3.84%
Private Equity	13.00	7.28%
Treasury	5.00	0.27%
Mortgage-Backed Securities	5.00	0.50%
Investment Grade Corporates	10.00	1.56%
High Yield	5.00	2.27%
Emerging Market Debt	5.00	2.45%
Private Debt	5.00	3.57%
Real Assets	15.00	3.21%
Leverage	(5.00)	-0.59%
Total	100.00 %	

(a) An expected inflation of 2.30% used for this period.

(b) Figures are based on the 2021 Asset Liability Management study.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)**C. Pension Plans (Continued)****2. Pension Liabilities, Pension Expenses, and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)**Discount Rate

The discount rate used to measure the total pension liability was 6.9%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current Plan members. Therefore, the long-term expected rate of return on Plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Changes in Assumptions

The discount rate and long-term rate of return decreased from 7.15% to 6.9%. The inflation rate decreased from 2.5% to 2.3%.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability for the Plans calculated using the discount rate for the Plans, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current rate:

	<u>Miscellaneous</u>	<u>Safety</u>
1% Decrease	5.90%	5.90%
Net Pension Liability	\$ 5,418,386	\$ 1,940,010
Current Discount Rate	6.90%	6.90%
Net Pension Liability	\$ 3,539,711	\$ 1,188,208
1% Increase	7.90%	7.90%
Net Pension (Asset) Liability	\$ 1,994,027	\$ 573,781

Pension Plans Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

3. Payable to the Pension Plans

At June 30, 2023, the District had no outstanding amount of contributions to the pension plans required for the year ended June 30, 2023.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)

D. Other Postemployment Health Care Benefits

1. Plan Description

The District offers a single employer defined benefit health care plan (the Health Care Plan). The Health Care Plan provides medical health care insurance for eligible retirees and their spouses through the California Public Employees' Retirement System Health Benefits Program under the Public Employee' Medical and Hospital Care Act (PEMHCA). The benefit contribution has been long-standing and approved by the Board of Port Commissioners on June 23, 1999. No dental, vision, or life insurance benefits are provided.

2. Employees Covered

As of measurement date June 30, 2022, the following current and former employees were covered by the benefit terms under the Plan:

Inactive Plan Members or Beneficiaries	
Currently Receiving Benefits	7
Inactive Plan Members or Beneficiaries	
Entitled to But Not Yet Receiving Benefits	-
Active Employees	35
Total	42

3. Contributions

The benefit provisions and contribution requirements of Plan members and the District are established and may be amended through agreements and memorandums of understanding between the District, and its employee groups. Administrative costs of the OPEB Plan are paid by the District. The District has currently chosen to pay Plan benefits on a pay-as-you-go basis (i.e., as medical insurance premiums become due) and does not maintain a trust fund for its other postemployment benefits. There are no employee contributions. The District's fixed-dollar benefit contribution cannot be less than the PEMHCA minimum for PEMHCA actives and retirees. For the year ended June 30, 2022, the measurement period, the District paid \$143 per month for each retiree participating in the PEMHCA Plan from July 1, 2021, to December 31, 2021, and \$149 per month from January 1, 2022, to June 30, 2022. The total amount paid directly by the District to CalPERS for the District's health premium contributions under PEMHCA for retiree medical health care plan postemployment benefits for the fiscal year was \$13,355. Including the implicit rate subsidy of \$15,433 the District's total contributions to the Plan for the year ended June 30, 2022, the measurement period, were \$27,697. For the fiscal year ended June 30, 2023, the District contributed \$28,788 to the plan.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)

D. Other Postemployment Health Care Benefits (Continued)

4. Total OPEB Liability

The District's total OPEB liability was measured as of June 30, 2022 and was determined by an actuarial valuation as of July 1, 2021 with standard actuarial update procedures from valuation date to the measurement date. A summary of the principal methods and assumptions of the July 1, 2021 valuation were based on a review of the plan experience during the period July 1, 2019 to June 30 2021 and were used to determine the total OPEB liability is shown below.

Actuarial Methods and Assumptions

Valuation Date:	July 1, 2021
Measurement Date:	June 30, 2022
Actuarial Cost Method:	Entry Age- Level Percent of Pay
Asset Valuation Method:	Fair Value
Actuarial Assumptions:	
Discount Rate:	3.69% (Fidelity GO AA 20-Year Municipal Index)
Inflation:	2.50%
Medical Cost Trend Rate:	5.20% for 2022 - 2034 5.00% for 2035 - 2049 4.50% for 2050 - 2064 4.00% for 2065 and Later Years
Mortality Rates:	Most Recent Experience Study for CalPERS Members
Salary Increases:	3.00%

Discount Rate

The discount rate used to measure the total OPEB liability was 3.69%. This rate is equal to the municipal bond 20-year high grade index rate as the District's has not established a trust for the OPEB Plan, and therefore, does not have any fiduciary net position.

ATTACHMENT 2

VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023

NOTE 3 OTHER INFORMATION (CONTINUED)

D. Other Postemployment Health Care Benefits (Continued)

5. Changes in the Total OPEB Liability

The changes in the total OPEB liability are as follows:

	Total OPEB Liability
Balance at June 30, 2021 (Measurement Date)	\$ 1,449,909
Changes in the Year:	
Service Cost	110,662
Interest on the Total OPEB Liability	29,698
Differences Between Actual and Expected Experience	-
Changes in Assumptions	(331,903)
Changes in Benefit Terms	-
Benefit Payments	(27,697)
Administrative Expenses	-
Net Changes	<u>(219,240)</u>
Balance at June 30, 2022 (Measurement Date)	<u>\$ 1,230,669</u>

Change of Assumptions

The discount rate changed from 1.92% for the measurement period ended June 30, 2021, to 3.69% for the measurement period ended June 30, 2022, as a result of the change in the municipal bond 20-year high grade rate index.

Change of Benefit Terms

There were no changes of benefit terms.

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)

D. Other Postemployment Health Care Benefits (Continued)

5. Changes in the Total OPEB Liability (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1% lower or 1% higher than the current discount rate:

	1% Decrease	Discount Rate	1% Increase
Total OPEB Liability	\$ 1,402,679	\$ 1,230,669	\$ 1,090,141

Sensitivity of the Total OPEB Liability to Changes in Medical Trend Rates

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using medical trend rates that are 1% lower or 1% higher than the current medical trend rate:

	1% Decrease	Current Healthcare Cost Trend Rate	1% Increase
Total OPEB Liability	\$ 1,059,576	\$ 1,230,669	\$ 1,446,767

6. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2023, the District recognized OPEB expense of \$102,775. At June 30, 2023, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
OPEB Contributions Subsequent to Measurement Date	\$ 28,788	\$ -
Differences Between Actual and Expected Experience	-	(149,916)
Changes in Assumptions	176,390	(291,427)
Total	\$ 205,178	\$ (441,343)

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)

D. Other Postemployment Health Care Benefits (Continued)

6. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB (Continued)

The OPEB contributions of \$28,788 subsequent to the measurement date will be recognized as a reduction of the total OPEB liability in the year ending June 30, 2024. Amounts reported as deferred inflows/outflows of resources related to OPEB will be recognized in OPEB expense as follows:

<u>Year Ending June 30,</u>	<u>Amount</u>
2024	\$ (37,585)
2025	(37,585)
2026	(30,223)
2027	(35,770)
2028	(37,613)
Thereafter	(86,177)

7. Payable to the OPEB Plan

At June 30, 2023, the District had no outstanding amount of contributions to the OPEB Plan required for the year ended June 30, 2023.

E. Related-Party Transactions

The City of Ventura provides utility services to the District for water, sewage, and refuse. The cost for these services for the year ended June 30, 2023, was \$201,420.

F. Liability, Workers' Compensation, and Purchased Insurance

1. Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The District is a member of the California Joint Powers Insurance Authority (the Authority). The Authority is composed of 124 California public entities and is organized under a joint powers agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, purchase excess insurance or reinsurance, and arrange for group purchased insurance for property and other lines of coverage. The Authority began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board of Directors operates through a nine-member Executive Committee.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)**F. Liability, Workers' Compensation, and Purchased Insurance (Continued)****2. Primary Self-Insurance Programs of the Authority**

Each member pays an annual contribution at the beginning of the coverage period. A retrospective adjustment is then conducted annually thereafter for coverage years 2012-13 and prior. Coverage years 2013-14 and forward are not subject to routine annual retrospective adjustment. The total funding requirement for primary self-insurance programs is based on actuarial analysis. Costs are allocated to individual agencies based on payroll and claims relative to other members of the risk-sharing pool.

Primary Liability Program – Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$100,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$100,000 to \$500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$500,000 to \$50 million are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is \$50 million per occurrence. Subsidence losses have a sublimit of \$50 million per occurrence. The coverage structure includes retained risk that is pooled among members, reinsurance, and excess insurance. More detailed information about the various layers of coverage is available on the following website:

<https://cjpia.org/protection/coverage-programs>

Primary Workers' Compensation Program – Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to \$75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from \$75,000 to \$200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from \$200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

**VENTURA PORT DISTRICT
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2023**

NOTE 3 OTHER INFORMATION (CONTINUED)**F. Liability, Workers' Compensation, and Purchased Insurance (Continued)****2. Primary Self-Insurance Programs of the Authority (Continued)**

For 2022-23, the Authority's pooled retention is \$1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to \$1 million. Coverage from \$1 million to \$5 million is purchased as part of a reinsurance policy, and Employer's Liability losses from \$5 million to \$10 million are pooled among members.

3. Purchased Insurance

Pollution Legal Liability Insurance – The District participates in the pollution legal liability insurance program that is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the District. Coverage is on a claims-made basis. There is a \$250,000 deductible. The Authority has an aggregate limit of \$20 million.

Property Insurance – The Ventura Port District participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. Ventura Port District property is currently insured according to a schedule of covered property submitted by the Ventura Port District to the Authority. Ventura Port District property currently has all-risk property insurance protection in the amount of \$38,007,825. There is a \$10,000 deductible per occurrence except for non-emergency vehicle insurance which has a \$2,500 deductible.

Crime Insurance – The District purchases crime insurance coverage in the amount of \$1,000,000 with a \$2,500 deductible. The fidelity coverage is provided through the Authority.

Adequacy of Protection – During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2022-2023.

G. Commitments and Contingencies

As of year-end, the District's outstanding commitments under construction contracts totaled \$800,000.

Pursuant to a licensing agreement, the licensee is maintaining a cash bond in the form of a \$200,000 certificate of deposit. In the event of a breach of the agreement, the District has the right to recover damages suffered from this cash bond.

ATTACHMENT 2

**VENTURA PORT DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
CALPERS MISCELLANEOUS PENSION PLAN
LAST TEN YEARS***

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
Measurement Period	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018
Plan's Proportion of the Net Pension Liability	0.07565%	0.08151%	0.07219%	0.07218%	0.07244%
Plan's Proportionate Share of the Net Pension Liability	\$ 3,539,711	\$ 1,547,769	\$ 3,044,896	\$ 2,890,368	\$ 2,730,230
Plan's Covered Payroll	\$ 1,765,003	\$ 1,712,036	\$ 1,913,579	\$ 1,650,654	\$ 1,694,729
Plan's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	200.55%	90.41%	159.12%	175.10%	161.10%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	78.19%	90.49%	75.39%	75.49%	75.26%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Changes In Assumptions:

From Fiscal Year June 30, 2015, to June 30, 2016:

GASB 68, paragraph 68 states that the long-term expected rate of return should be determined net of pension plan investment expense but without reduction for pension plan administrative expense. The discount rate of 7.50% used for the June 30, 2014, measurement date was net of administrative expenses. The discount rate of 7.65% used for the June 30, 2015, measurement date is without reduction of pension plan administrative expense.

From Fiscal Year June 30, 2016, to June 30, 2017:

There were no changes in assumptions.

From Fiscal Year June 30, 2017, to June 30, 2018:

The discount rate was reduced from 7.65% to 7.15%.

From Fiscal Year June 30, 2018, to June 30, 2019:

Demographic assumptions and inflation rate were changed in accordance with the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

From Fiscal Year June 30, 2019, to June 30, 2021:

There were no changes in assumptions.

From Fiscal Year June 30, 2021, to June 30, 2022:

There were no changes in assumptions.

From Fiscal Year June 30, 2022, to June 30, 2023:

The discount rate and long-term rate of return decreased from 7.15% to 6.9% and the inflation rate decreased from 2.5% to 2.3%

* Measurement period 2013-14 (fiscal year 2015) was the first year of implementation and therefore only nine years are shown.

ATTACHMENT 2

**VENTURA PORT DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
CALPERS MISCELLANEOUS PENSION PLAN (CONTINUED)
LAST TEN YEARS***

	Fiscal Year Ended June 30,			
	2018	2017	2016	2015
Measurement Period	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
Plan's Proportion of the Net Pension Liability	0.07264%	0.07326%	0.07579%	0.84260%
Plan's Proportionate Share of the Net Pension Liability	\$ 2,863,665	\$ 2,545,114	\$ 2,079,308	\$ 2,082,353
Plan's Covered Payroll	\$ 1,561,936	\$ 1,562,010	\$ 1,523,114	\$ 1,517,322
Plan's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	183.34%	162.94%	136.52%	137.24%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	73.31%	74.06%	78.40%	77.27%

ATTACHMENT 2

**VENTURA PORT DISTRICT
SCHEDULE OF PLAN CONTRIBUTIONS
CALPERS MISCELLANEOUS PENSION PLAN
LAST TEN YEARS***

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
Contractually Required Contribution (Actuarially Determined)	\$ 442,642	\$ 388,958	\$ 352,124	\$ 443,180	\$ 383,062
Contributions in Relation to the Actuarially Determined Contributions	<u>(442,642)</u>	<u>(388,958)</u>	<u>(352,124)</u>	<u>(443,180)</u>	<u>(383,062)</u>
Contribution Deficiency (Excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 1,978,325	\$ 1,765,003	\$ 1,712,036	\$ 1,913,579	\$ 1,650,654
Contributions as a Percentage of Covered Payroll	22.37%	22.04%	20.57%	23.16%	23.21%

NOTES TO SCHEDULE

Valuation Date June 30, 2020 June 30, 2019 June 30, 2018 June 30, 2017 June 30, 2016

Methods and Assumptions Used to
Determine Contribution Rates:

Actuarial Cost Method	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age
Amortization Method	(a)	(a)	(a)	(a)	(a)
Asset Valuation Method	Fair Value	Fair Value	Fair Value	Fair Value	Fair Value
Inflation	2.30%	2.50%	2.50%	2.625%	2.75%
Salary Increases	(b)	(b)	(b)	(b)	(b)
Investment Rate of Return	6.90% (c)	7.15% (c)	7.15% (c)	7.25% (c)	7.375% (c)
Retirement Age	(d)	(d)	(d)	(d)	(d)
Mortality	(e)	(e)	(e)	(e)	(e)

(a) Level Percentage of Payroll, Closed

(b) Depending on Age, Service, and Type of Employment

(c) Net of Pension Plan Investment Expense, including Inflation.

(d) 50 for All Plans with the Exception of 52 for PEPRA 2% @ 62

(e) Mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board.

* Fiscal year 2015 was the first year of implementation and therefore only nine years are shown.

ATTACHMENT 2

**VENTURA PORT DISTRICT
SCHEDULE OF PLAN CONTRIBUTIONS
CALPERS MISCELLANEOUS PENSION PLAN (CONTINUED)
LAST TEN YEARS***

	Fiscal Year Ended June 30,			
	2018	2017	2016	2015
Contractually Required Contribution (Actuarially Determined)	\$ 339,385	\$ 307,781	\$ 284,888	\$ 251,228
Contributions in Relation to the Actuarially Determined Contributions	(339,385)	(307,781)	(284,888)	(251,228)
Contribution Deficiency (Excess)	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 1,694,729	\$ 1,561,936	\$ 1,562,010	\$ 1,523,114
Contributions as a Percentage of Covered Payroll	20.03%	19.71%	18.24%	16.49%

NOTES TO SCHEDULE

Valuation Date	June 30, 2015	June 30, 2014	June 30, 2013	June 30, 2012
Methods and Assumptions Used to Determine Contribution Rates:				
Actuarial Cost Method	Entry Age	Entry Age	Entry Age	Entry Age
Amortization Method	(a)	(a)	(a)	(a)
Asset Valuation Method	Fair Value	Fair Value	Fair Value	15 Year Smoothed Market Method
Inflation	2.75%	2.75%	2.75%	2.75%
Salary Increases	(b)	(b)	(b)	(b)
Investment Rate of Return	7.50% (c)	7.50% (c)	7.50% (c)	7.50% (c)
Retirement Age	(d)	(d)	(d)	(d)
Mortality	(e)	(e)	(e)	(e)

ATTACHMENT 2

**VENTURA PORT DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
CALPERS SAFETY PENSION PLAN
LAST TEN YEARS***

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
Measurement Period	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018
Plan's Proportion of the Net Pension Liability	0.01729%	0.01128%	0.01442%	0.01344%	0.01285%
Plan's Proportionate Share of the Net Pension Liability	\$ 1,188,208	\$ 395,982	\$ 960,975	\$ 838,700	\$ 753,843
Plan's Covered Payroll	\$ 723,987	\$ 697,338	\$ 440,344	\$ 599,298	\$ 655,094
Plan's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	164.12%	56.78%	218.23%	139.95%	115.07%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	75.53%	86.61%	79.41%	80.72%	75.26%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Changes in Assumptions:

From Fiscal Year June 30, 2015, to June 30, 2016:

GASB 68, paragraph 68 states that the long-term expected rate of return should be determined net of pension plan investment expense but without reduction for pension plan administrative expense. The discount rate of 7.50% used for the June 30, 2014, measurement date was net of administrative expenses. The discount rate of 7.65% used for the June 30, 2015, measurement date is without reduction of pension plan administrative expense.

From Fiscal Year June 30, 2016, to June 30, 2017:

There were no changes in assumptions.

From Fiscal Year June 30, 2017, to June 30, 2018:

The discount rate was reduced from 7.65% to 7.15%.

From Fiscal Year June 30, 2018, to June 30, 2019:

Demographic assumptions and inflation rate were changed in accordance with the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

From Fiscal Year June 30, 2019, to June 30, 2021:

There were no changes in assumptions.

From Fiscal Year June 30, 2021, to June 30, 2022:

There were no changes in assumptions.

From Fiscal Year June 30, 2022, to June 30, 2023:

The discount rate and long-term rate of return decreased from 7.15% to 6.9% and the inflation rate decreased from 2.5% to 2.3%.

* Measurement period 2013-14 (fiscal year 2015) was the first year of implementation and therefore only nine years are shown.

ATTACHMENT 2

**VENTURA PORT DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF NET PENSION LIABILITY
CALPERS SAFETY PENSION PLAN (CONTINUED)
LAST TEN YEARS***

Measurement Period	Fiscal Year Ended June 30,			
	2018	2017	2016	2015
	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
Plan's Proportion of the Net Pension Liability	0.01261%	0.01232%	0.00969%	0.01593%
Plan's Proportionate Share of the Net Pension Liability	\$ 753,476	\$ 638,236	\$ 656,331	\$ 495,667
Plan's Covered Payroll	\$ 657,626	\$ 663,839	\$ 583,371	\$ 583,323
Plan's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	114.58%	96.14%	112.51%	84.97%
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	73.31%	74.06%	78.40%	83.08%

ATTACHMENT 2

**VENTURA PORT DISTRICT
SCHEDULE OF PLAN CONTRIBUTIONS
CALPERS SAFETY PENSION PLAN
LAST TEN YEARS***

	Fiscal Year Ended June 30,				
	2023	2022	2021	2020	2019
Contractually Required Contribution (Actuarially Determined)	\$ 213,983	\$ 180,801	\$ 162,714	\$ 146,486	\$ 122,967
Contributions in Relation to the Actuarially Determined Contributions	(213,983)	(180,801)	(162,714)	(146,486)	(122,967)
Contribution Deficiency	\$ -	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 890,521	\$ 723,987	\$ 697,338	\$ 440,344	\$ 599,298
Contributions as a Percentage of Covered Payroll	24.03%	24.97%	23.33%	33.27%	20.52%

NOTES TO SCHEDULE

Valuation Date	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
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Methods and Assumptions Used to
Determine Contribution Rates:

Actuarial Cost Method	Entry Age	Entry Age	Entry Age	Entry Age	Entry Age
Amortization Method	(a)	(a)	(a)	(a)	(a)
Asset Valuation Method	Fair Value	Fair Value	Fair Value	Fair Value	Fair Value
Inflation	2.30%	2.50%	2.50%	2.625%	2.75%
Salary Increases	(b)	(b)	(b)	(b)	(b)
Investment Rate of Return	6.90% (c)	7.15% (c)	7.15% (c)	7.25% (c)	7.375% (c)
Retirement Age	(d)	(d)	(d)	(d)	(d)
Mortality	(e)	(e)	(e)	(e)	(e)

- (a) Level Percentage of Payroll, Closed
- (b) Depending on Age, Service, and Type of Employment
- (c) Net of Pension Plan Investment Expense, Including Inflation
- (d) 50 for All Plans with the Exception of 52 for PEPRA 2% @ 62**
- (e) Mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board.

* Fiscal year 2015 was the first year of implementation and therefore only nine years are shown.

ATTACHMENT 2

VENTURA PORT DISTRICT
 SCHEDULE OF PLAN CONTRIBUTIONS
 CALPERS SAFETY PENSION PLAN (CONTINUED)
 LAST TEN YEARS*

	Fiscal Year Ended June 30,			
	2018	2017	2016	2015
Contractually Required Contribution (Actuarially Determined)	\$ 106,348	\$ 98,629	\$ 97,035	\$ 74,952
Contributions in Relation to the Actuarially Determined Contributions	(106,348)	(98,629)	(97,035)	(74,952)
Contribution Deficiency	\$ -	\$ -	\$ -	\$ -
Covered Payroll	\$ 655,094	\$ 657,626	\$ 663,839	\$ 583,371
Contributions as a Percentage of Covered Payroll	16.23%	15.00%	14.62%	12.85%

NOTES TO SCHEDULE

Valuation Date	June 30, 2015	June 30, 2014	June 30, 2013	June 30, 2012
Methods and Assumptions Used to Determine Contribution Rates:				
Actuarial Cost Method	Entry Age	Entry Age	Entry Age	Entry Age
Amortization Method	(a)	(a)	(a)	(a)
Asset Valuation Method	Fair Value	Fair Value	Fair Value	15 Year Smoothed Market Method
Inflation	2.75%	2.75%	2.75%	2.75%
Salary Increases	(b)	(b)	(b)	(b)
Investment Rate of Return	7.50% (c)	7.50% (c)	7.50% (c)	7.50% (c)
Retirement Age	(d)	(d)	(d)	(d)
Mortality	(e)	(e)	(e)	(e)

ATTACHMENT 2

VENTURA PORT DISTRICT
SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS
LAST TEN FISCAL YEARS*

Measurement Date	Fiscal Year Ended June 30,					
	2023	2022	2021	2020	2019	2018
	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017
Total OPEB Liability:						
Service Cost	\$ 110,662	\$ 83,950	\$ 78,000	\$ 71,787	\$ 63,679	\$ 61,824
Interest on Total OPEB Liability	29,698	34,339	37,121	43,489	35,155	32,642
Differences Between Expected and Actual Experience	-	(122,828)	-	(146,708)	(79,308)	-
Changes in Assumptions and Other Inputs Benefit Payments, Including Refunds and the Implied Subsidy Benefit Payments	(331,903)	145,739	112,447	25,228	-	-
	<u>(27,697)</u>	<u>(17,761)</u>	<u>(17,995)</u>	<u>(12,797)</u>	<u>(13,492)</u>	<u>(14,832)</u>
Net Change in Total OPEB Liability	(219,240)	123,439	209,573	(19,001)	6,034	79,634
Total OPEB Liability - Beginning of Year	1,449,909	1,326,470	1,116,897	1,135,898	1,129,864	1,050,230
Total OPEB Liability - End of Year (A)	<u>\$ 1,230,669</u>	<u>\$ 1,449,909</u>	<u>\$ 1,326,470</u>	<u>\$ 1,116,897</u>	<u>\$ 1,135,898</u>	<u>\$ 1,129,864</u>
Plan Fiduciary Net Position:						
Contributions - Employer and the Implied Subsidy Benefit Payments	\$ 27,697	\$ 17,761	\$ 17,995	\$ 12,797	\$ 13,492	\$ 14,832
	<u>(27,697)</u>	<u>(17,761)</u>	<u>(17,995)</u>	<u>(12,797)</u>	<u>(13,492)</u>	<u>(14,832)</u>
Net Change in Plan Fiduciary Net Position	-	-	-	-	-	-
Plan Fiduciary Net Position - Beginning of Year	-	-	-	-	-	-
Plan Fiduciary Net Position - End of Year (B)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Net OPEB Liability - Ending (A)-(B)	<u>\$ 1,230,669</u>	<u>\$ 1,449,909</u>	<u>\$ 1,326,470</u>	<u>\$ 1,116,897</u>	<u>\$ 1,135,898</u>	<u>\$ 1,129,864</u>
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Covered - Employee Payroll	\$ 2,881,372	\$ 2,500,195	\$ 2,570,218	\$ 2,313,172	\$ 2,196,212	\$ 2,052,394
Total OPEB Liability as Percentage of Covered - Employee Payroll	42.71%	57.99%	51.61%	48.28%	51.72%	55.05%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Changes in Assumptions:

From June 30, 2018, to June 30, 2019:

The discount rate utilized for June 30, 2018, was 3.50% as compared to 3.62% utilized for June 30, 2019.

From June 30, 2019, to June 30, 2020:

The discount rate utilized for June 30, 2019, was 3.62% as compared to 3.13% utilized for June 30, 2020.

The healthcare trend rate for pre-Medicare was changed from 6.5% for June 30, 2019, to 6.0% for June 30, 2020.

From June 30, 2020, to June 30, 2021:

The discount rate utilized for June 30, 2020, was 3.13% as compared to 2.45% utilized for June 30, 2021.

From June 30, 2021, to June 30, 2022:

The discount rate utilized for June 30, 2021, was 2.45% as compared to 1.92% utilized for June 30, 2022.

From June 30, 2022, to June 30, 2023:

The discount rate utilized for June 30, 2022, was 1.92% as compared to 3.69% utilized for June 30, 2023.

* Fiscal year 2018 was the first year of implementation and therefore only five years are shown.



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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER
 FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS
 BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
 IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Board of Port Commissioners
 Ventura Port District
 Ventura, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the Ventura Port District (the District) as of and for the year ended June 30, 2023, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated June 14, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the District's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Board of Port Commissioners
Ventura Port District

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District’s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District’s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District’s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP

Irvine, California
June 14, 2024

Report on Compliance and Other Matters

An audit of financial statements made assurance about whether the Trust's financial statements are free from material misstatement. We performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, non-compliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with these provisions was not an objective of our audit and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under Government Auditing Standards.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing and not to provide an opinion on the effectiveness of the Trust's internal control or on compliance. This report is an integral part of an audit performed in accordance with the standards for auditing financial statements issued by the American Institute of Certified Public Accountants. Accordingly, the Commissioner is not subject to any standard.



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ATTACHMENT 3



June 14, 2024

CliftonLarsonAllen LLP
2875 Michelle Drive, Suite 300
Irvine, CA 92606

This representation letter is provided in connection with your audit of the financial statements of Ventura Port District (the District), which comprise the statement of position as of June 30, 2023, and the statements of revenues, expenses, and changes in net position and cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing an opinion on whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to misstatements that are material. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

We confirm, to the best of our knowledge and belief, as of June 14, 2024, the following representations made to you during your audit.

Financial Statements

1. We have fulfilled our responsibilities, as set out in the terms of the audit engagement agreement dated September 20, 2023, for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP. The financial statements include all properly classified funds and other financial information of the primary government and all component units required by generally accepted accounting principles to be included in the financial reporting entity.
2. We acknowledge and have fulfilled our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
3. We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
4. Significant assumptions used by us in making accounting estimates, including those measured at fair value, are reasonable.

ATTACHMENT 3

June 14, 2024
CliftonLarsonAllen LLP
Page 2

5. Related party relationships and transactions, including, but not limited to, revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP, if applicable.
6. All events occurring subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed, if applicable.
7. We have not identified or been notified of any uncorrected financial statement misstatements.
8. The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP, if applicable.
9. Guarantees, whether written or oral, under which the entity is contingently liable, if any, have been properly recorded or disclosed in accordance with U.S. GAAP.
10. Receivables recorded in the financial statements represent valid claims against debtors for transactions arising on or before the financial statement date and have been reduced to their estimated net realizable value.
11. The methods and significant assumptions used to determine fair values of financial instruments are as follows: custodial year-end statements are utilized to assess fair value. The methods and significant assumptions used result in a measure of fair value appropriate for financial statement measurement and disclosure purposes.
12. We have analyzed all lease contracts and have considered and recorded material embedded leases contained within other contracts in accordance with U.S. GAAP, if any.
13. We have implemented GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, during the audit period. We have implemented the new accounting standard in accordance with the transition guidance prescribed in the standard. We have sufficient and appropriate documentation supporting all estimates and judgments underlying the amounts recorded and disclosed in the financial statements.
14. We have no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
15. Participation in a public entity risk pool has been properly reported and disclosed in the financial statements.
16. We believe that the actuarial assumptions and methods used to measure pension and other postemployment benefits (OPEB) liabilities and costs for financial accounting purposes are appropriate in the circumstances.
17. We do not plan to make frequent amendments to our pension or other postretirement benefit plans.

ATTACHMENT 3

June 14, 2024
CliftonLarsonAllen LLP
Page 3

Information Provided

1. We have provided you with:
 - a. Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements such as records (including information obtained from within and outside of the general and subsidiary ledgers), documentation, and other matters.
 - b. Additional information that you have requested from us for the purpose of the audit.
 - c. Unrestricted access to persons within the entity from whom you determined it necessary to obtain audit evidence.
 - d. Complete minutes of the meetings of the governing board and related committees, or summaries of actions of recent meetings for which minutes have not yet been prepared.
 - e. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with, or deficiencies in, financial reporting practices.
 - f. All communications from regulatory agencies, grantors, lenders, and other funding sources concerning noncompliance with the provisions of laws, regulations, contracts, and grant agreements.
 - g. Access to all audit or relevant monitoring reports, if any, received from funding sources.
2. All material transactions have been recorded in the accounting records and are reflected in the financial statements.
3. We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
4. We have no knowledge of any fraud or suspected fraud that affects the entity and involves:
 - a. Management;
 - b. Employees who have significant roles in internal control; or
 - c. Others when the fraud could have a material effect on the financial statements.
5. We have no knowledge of any allegations of fraud, or suspected fraud, affecting the entity's financial statements communicated by employees, former employees, grantors, regulators, or others.
6. We have disclosed to you all known instances of noncompliance or suspected noncompliance with laws and regulations and provisions of contracts and grant agreements, or waste or abuse whose effects should be considered when preparing financial statements, if applicable.
7. We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements, if applicable.

ATTACHMENT 3

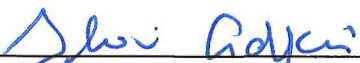
June 14, 2024
CliftonLarsonAllen LLP
Page 4

8. There are no other material liabilities or gain or loss contingencies that are required to be accrued or disclosed in accordance with U.S. GAAP.
9. We have disclosed to you the identity of the entity's related parties and all the related party relationships and transactions of which we are aware.
10. The entity has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets, nor has any asset been pledged as collateral, except as made known to you and disclosed in the financial statements.
11. We have a process to track the status of audit findings and recommendations.
12. We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
13. We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to Ventura Port District, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations, and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
14. There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
15. The entity has complied with all aspects of contractual or grant agreements that would have a material effect on the financial statements in the event of noncompliance.
16. We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
17. The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures, jointly governed organizations, and other related organizations.
18. Components of net position (net investment in capital assets; restricted; and unrestricted) and equity amounts are properly classified and, if applicable, approved.
19. Investments are properly valued.
20. Provisions for uncollectible receivables have been properly identified and recorded.
21. Revenues and expenses are appropriately classified as operating or non-operating.
22. Deposits and investment securities are properly classified as to risk and are properly valued and disclosed.

ATTACHMENT 3

- 23. Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- 24. We are responsible for determining whether we have received, expended, or otherwise been the beneficiary of any federal awards during the period of this audit. No federal award, received directly from federal agencies or indirectly as a subrecipient, was expended in an amount that cumulatively totals from all sources \$750,000 or more. For this representation, "award" means financial assistance and federal cost-reimbursement contracts that non-federal entities receive directly from federal awarding agencies or indirectly from pass-through entities. It does not include procurement contracts, user grants, or contracts used to buy goods or services from vendors.
- 25. We have appropriately disclosed the entity's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 26. We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 27. As part of your audit, you prepared the draft financial statements and related notes. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your services; have made all management judgments and decisions; and have assumed all management responsibilities. We have evaluated the adequacy and results of the service. We have reviewed, approved, and accepted responsibility for those financial statements and related notes. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.
- 28. We have evaluated the adequacy and results of the lease and SBITA accounting services performed and accept responsibility for the results. We acknowledge our responsibility for our lease asset, lease liability (lease schedule) and SBITA liability based on the information provided by us. We have reviewed our lease and SBITA contracts and related lease/SBITA schedule and have determined and accept responsibility for all inputs, outputs, assumptions and estimates included in the lease/SBITA schedule, including specific review of underlying contracts for accuracy of data input. We have designated an individual who possesses suitable skill, knowledge, and/or experience to understand and oversee your lease and SBITA services; have made all significant management judgments and decisions; and have assumed all management responsibilities. We have also ensured that the entity's data and records are complete and received sufficient information to oversee the service.

Signature:  Title: GENERAL MANAGER

Signature:  Title: ACCOUNTING MGR



**BOARD OF PORT COMMISSIONERS
JUNE 19, 2024**

**STANDARD AGENDA ITEM 3
ADOPTION OF RESOLUTION No. 3503
APPROVING THE FY2024-2025 FINAL
BUDGET FOR THE HARBOR PATROL
DEPARTMENT**

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 3
Meeting Date: June 19, 2024

To: Board of Port Commissioners
From: Brian D. Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
Gloria Adkins, Accounting Manager
Subject: Adoption of Resolution No. 3503 Approving the FY2024-2025 Final Budget for the Harbor Patrol Department

RECOMMENDATION:

That the Board of Port Commissioners adopt Resolution No. 3503 approving the FY2024-2025 Final Budget for the Harbor Patrol Department.

SUMMARY:

The District completed and approved the annual preliminary budget for FY2024-2025 on June 5, 2024.

Staff is bringing forward the Harbor Patrol departmental budget for consideration by the Board of Commissioners with no changes.

GUIDING PRINCIPLES

- 1) Maintain a safe, navigable, and resilient harbor.
- 2) Advance the harbor's vibrant, working waterfront in support of commercial and recreational fishing and boating.
- 3) Build respectful, productive relationships with employees, tenants, residents, visitors, stakeholders, public officials, and elected representatives while promoting diversity, equity, and inclusion.
- 4) Provide exceptional public service and organizational transparency.

FIVE-YEAR OBJECTIVES

- E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures and programs.
- F) Support current and future commercial fishing and sustainable aquaculture industries. Maintain and improve working waterfront facilities and infrastructure.
- M) Collaborate with Master Tenants and National Park Service to plan, improve, and develop the Harbor in a financially and environmentally sustainable way.
- V) Maintain and improve Harbor Village facilities, infrastructure, and amenities.

BACKGROUND:

The current budget process began in tandem with preparations for the Budget Study Session and the Preliminary Budget for consideration by the Board on June 5, 2024. The Harbormaster has worked with the General Manger and administrative staff to outline and finalize a proposed Harbor Patrol preliminary budget for consideration by the Board.

If adopted, the Harbor Patrol budget will become part of the FY2024-2025 Budget to be subsequently considered by the Board.

REVENUE

Harbor Patrol in and of itself does not specifically generate revenue although it plays a role in managing the public launch ramp which generates fees. The Board has historically directed Staff to utilize Property Tax & Assessments Revenue towards Harbor Patrol expenses. In

addition, some grant funds are directed to Harbor Patrol, such as capital projects, vehicles, and equipment.

EXPENSES

As discussed, Harbor Patrol expenses and salaries are not in the Operating Expense portion of the budget but are captured in Non-Operating and Other Expenditures.

The proposed final departmental budget proposes a 46% increase in expenses over the FY2023-2024 Mid-year Budget. Two of the principle causes of this increase in the coming fiscal year is the relocation of security services from the Marina department to Harbor Patrol and the plan to replace two engines within one of the Harbor Patrol vessels. This figure also reflects increases related to: on-going expenses, proposed staffing changes, cost of living adjustments, labor agreements, employee compensation and benefits, and pension costs.

Note that some capital improvement projects related to Harbor Patrol infrastructure form part of the 5-Year Capital Improvement and ADA Improvement Budget. Capital Improvements do not form part of the departmental budget.

Staffing Considerations

The General Manager has increased the number of Senior Harbor Patrol Officer positions from two Full Time Equivalents (FTEs) to three and reduced the number of Harbor Patrol Officer I/II positions from nine to eight FTEs. This is in response to the successful internal recruitment that resulted in two promotions within the unit, which is important for increasing the supervisory capacity of the department and further planning for staff succession. This does not change the overall number of FTEs in the department. (Note that Harbor Patrol Salaries are not in the Operating Expense portion of the budget but are captured in Non-Operating and Other Expenditures). One temporary Harbor Patrol Officer has been hired to assist with shift coverage.

FISCAL IMPACT:

Staff is projecting Property Taxes and Assessments Revenue to be \$1,750,000 for FY2024-2025. Total Harbor Patrol departmental expenses (including personnel) are budgeted at \$2,514,800 for FY2024-2025. The difference of \$764,800 is funded with Operating Revenues.

ATTACHMENTS:

Attachment 1 – Harbor Patrol Budget FY2024-2025

Attachment 2 – Resolution No. 3503

ATTACHMENT 1

VENTURA PORT DISTRICT
HARBOR PATROL BUDGET
FISCAL YEAR 2024-25

Effective 7/01/24

	<u>Est/Act 2022-23</u>	<u>Budget 2022-23</u>	<u>Budget 2023-24</u>	<u>Adjust.</u>	<u>Mid-year Budget 2023-24</u>	<u>Budget 2024-25</u>	<u>Comments</u>
Harbor Patrol Department Expenses funded from Property Taxes and Assessments collected by the County of Ventura							
Property Taxes & Assessments Revenue	1,655,119	1,580,000	1,627,000	-	1,627,000	1,750,000	
	Increase / -Decrease over previous year	7%	5%	3%	3.0%	8%	Budget FY24-25 over Mid-year FY23-24
Harbor Patrol Personnel Expenses							
Regular Salaries	899,337	925,000	969,000	-	969,000	1,064,000	
Part-time Pay	9,410	50,000	40,000	-	40,000	60,000	
Overtime Pay	107,922	75,000	60,000	20,000	80,000	90,000	
Holiday Pay	41,419	30,000	50,000	-	50,000	50,000	
Payroll Taxes & Unemployment	17,237	18,600	19,500	-	19,500	20,600	
Workers Comp Insurance	61,711	70,000	58,000	-	58,000	60,000	
Medical & Life Insurance	59,431	76,000	74,000	-	74,000	85,000	
Employee Optional Benefits	92,173	87,000	94,000	-	94,000	100,000	
Retirement Contributions	214,768	219,000	235,000	-	235,000	286,000	
Total Harbor Patrol Personnel Expense	1,503,408	1,550,600	1,599,500	20,000	1,619,500	1,815,600	
	Increase / -Decrease over previous year	16%	15%	3.2%	4.4%	12%	Budget FY24-25 over Mid-year FY23-24
Harbor Patrol Other Expenses							
Uniforms	22,092	18,400	16,000	-	16,000	14,000	
Oil & Fuel Expense	36,095	36,500	36,500	-	36,500	38,000	
Telephone/WiFi Communications	1,846	9,600	9,600	-	9,600	13,000	
Operating Supplies & Expense	52,977	30,000	30,000	-	30,000	32,000	
Harbor Maintenance	5,154	4,000	10,000	-	10,000	7,000	
Boat Maintenance	73,104	100,000	100,000	-	100,000	160,000	Replace boat engines
Auto Equip & Maintenance	5,168	10,000	10,000	-	10,000	12,000	
Conferences & Training	31,728	30,000	30,000	-	30,000	32,000	
Vessel Salvage Expense	24,567	80,000	80,000	-	80,000	60,000	
Summer Lifeguard Services	141,403	137,000	144,000	-	144,000	158,200	State Lifeguard contract
Professional Services	15,612	20,000	13,000	-	13,000	13,000	Employee med,exams, testing
Outside Services	-	-	-	-	-	160,000	Security service (relocated from Marina Dept.)
Total Harbor Patrol Other Expenses	409,746	475,500	479,100	-	479,100	699,200	
	Increase / -Decrease over previous year		4%	0.8%	0.8%	46%	Budget FY24-25 over Mid-year FY23-24
Total Harbor Patrol Expenses	1,913,154	2,026,100	2,078,600	20,000	2,098,600	2,514,800	
	Increase / -Decrease over previous year	18%	12%	3%	4%	20%	Budget FY24-25 over Mid-year FY23-24
Expenditures remaining after Property Tax Revenues were applied							
	(258,035)	(446,100)	(451,600)	(20,000)	(471,600)	(764,800)	
	Increase / -Decrease over previous year	283%	49%	1%	6%	62%	Budget FY24-25 over Mid-year FY23-24



RESOLUTION NO. 3503

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS
OF THE VENTURA PORT DISTRICT ADOPTING THE
2024-2025 FISCAL YEAR HARBOR PATROL DEPARTMENTAL BUDGET AND
SALARY SCHEDULE FOR NON-REPRESENTED EMPLOYEES**

WHEREAS, it is necessary and appropriate for the Board of Port Commissioners (the "Board") of the Ventura Port District to adopt a Budget for Fiscal Year 2024-2025.

WHEREAS, a Preliminary Budget was presented to, reviewed and adopted by Resolution No. 3500 by the Board on June 5, 2024.

WHEREAS, the Board has determined that the appropriations specified in the Harbor Patrol Departmental Budget for the Harbor Patrol expenses are necessary for public safety service, maintenance of Harbor Patrol assets, and the efficient operation of the Ventura Port District.

WHEREAS, on June 1, 2022, the Board passed, approved, and adopted at a regular meeting of the Board, Resolution No. 3451 approving the SEIU-Local 721 Memorandum of Understanding (MOU) representing full-time and part-time Harbor Patrol Officers which defines a salary increase of 3.5% effective the first pay period following January 1, 2024, which are considered as part of the Departmental Budget.

WHEREAS, in 2017 the District created unrepresented part-time positions called Marine Safety Officers within the Harbor Patrol Department that do not fall under a Memorandum of Understanding.

WHEREAS, on June 21, 2023, the Board passed, approved, and adopted at a regular meeting of the Board, Resolution No. 3479, wherein the Board established a salary schedule for non-represented employees for Fiscal Year 2023-2024.

WHEREAS, the Board has determined that it is in the best interest of the District to amend the salary schedule as shown in the table below.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Port Commissioners of the Ventura Port District that the Salary Schedule set forth below shall become effective for the first full pay period in the new fiscal year, which is July 10, 2024:

ATTACHMENT 2

Full-time Employees	Monthly Range
Harbormaster	\$6,829 - \$10,452
Senior Harbor Patrol Officer	\$6,342 - \$9,800
Temporary Harbor Patrol Officer	\$4,605 - \$5,668

Part-time & Temporary Employees	Hourly Range
Marine Safety Officer	\$20.07 - \$27.32

BE IT FURTHER RESOLVED that merit increases shall be subject to the policy established in the Human Resources Manual.

BE IT FURTHER RESOLVED that the District shall contribute a maximum of \$725.00 per month toward the employee’s cost of health and dental insurance. The District’s Optional Benefit Plan shall continue to be \$475.00 per month through December 2024. Effective January 2025 the District’s Optional Benefit Plan shall be \$595.00 per month. Those employees who choose not to participate in the District’s health and dental insurance plans will receive \$216.00 per month as additional salary.

BE IT FURTHER RESOLVED that on July 1, 2018, the District implemented an employee vision plan. The District shall contribute the monthly premiums for said vision plan for the employees and their dependents, as appropriate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the Ventura Port District that the Fiscal Year 2024-2025 Harbor Patrol Department Final Budget and unrepresented salary schedule is hereby approved.

PASSED, APPROVED AND ADOPTED by the Board of Port Commissioners this 19th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Jackie Gardina, Vice-Chair

ATTEST:

Anthony Rainey, Secretary



**BOARD OF PORT COMMISSIONERS
JUNE 19, 2024**

**STANDARD AGENDA ITEM 4
ADOPTION OF RESOLUTION No. 3504
AND No. 3505 APPROVING THE
FY2024-2025 FINAL BUDGET, FIVE-
YEAR CAPITAL IMPROVEMENT PLAN AND
SALARY SCHEDULE FOR NON-
REPRESENTED EMPLOYEES**

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 4
Meeting Date: June 19, 2024

To: Board of Port Commissioners
From: Brian D. Pendleton, General Manager
Todd Mitchell, Sr. Business Operations Manager
Gloria Adkins, Accounting Manager
Subject: Adoption of Resolution No. 3504 and No. 3505 Approving the FY2024-2025 Annual Budget, Five-Year Capital Improvement Plan and Salary Schedule for Non-Represented Employees

RECOMMENDATION:

That the Board of Port Commissioners adopt:

- a) Resolution No. 3504 approving the FY2024-2025 Ventura Port District Annual Budget and Five-Year Capital Improvement Plan (CIP).
- b) Resolution No. 3505 approving the FY2024-2025 Salary Schedule for Non-Represented Employees of the District.

SUMMARY:

During the past three budget cycles, the District implemented the study session as a new step in the budget adoption process. This provides the opportunity for Board and stakeholder engagement in the discussion of funding priorities as the budget is being developed. The study session this year, held on May 15, 2024, benefited from consideration of the District's Guiding Principles and 5-year Objectives adopted by the Board. This was followed by the presentation and approval of the FY2024-2025 Preliminary Budget on June 5, 2024.

Staff is bringing forward the annual budget for FY2024-2025 for consideration by the Board of Commissioners with no changes proposed.

GUIDING PRINCIPLES

- 1) Maintain a safe, navigable, and resilient harbor.
- 2) Advance the harbor's vibrant, working waterfront in support of commercial and recreational fishing and boating.
- 3) Grow financial sustainability through a reliable, recurring revenue stream supplemented with grants and public-private partnership investment while maintaining responsible budgeting practices.
- 4) Establish and implement harbor-wide environmental sustainability policies and practices through collaboration with our business partners.
- 5) Build respectful, productive relationships with employees, tenants, residents, visitors, stakeholders, public officials, and elected representatives while promoting diversity, equity, and inclusion.
- 6) Provide exceptional public service and organizational transparency.
- 7) Provide high-quality Harbor and coastal visitor-serving amenities, services, facilities and infrastructure.
- 8) Support the Channel Islands National Park in its efforts to provide a first-class visitor center, educational resources, and ferry boat services to the islands.

FIVE-YEAR OBJECTIVES

- D) Ensure dredging occurs annually at the federal Harbor entrance and as needed in the inner Harbor.
- E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote Harbor-wide diversity, equity and inclusion through District policies, procedures and programs.

- F) Support current and future commercial fishing and sustainable aquaculture industries. Maintain and improve working waterfront facilities and infrastructure.
- M) Collaborate with Master Tenants and National Park Service to plan, improve, and develop the Harbor in a financially and environmentally sustainable way.
- N) Maintain and grow Channel Islands National Park Service (NPS) presence and customer visitation to the Harbor.
- P) Implement parking management, traffic circulation, and multi-modal transportation strategies.
- R) Seek opportunities to grow revenues and secure grants; continue to improve the quality, efficiency, and transparency of financial reporting, monitoring, and property management.
- V) Maintain and improve Harbor Village facilities, infrastructure, and amenities.

BACKGROUND:

The current budget process began in tandem with preparations for the Budget Study Session. At the direction of the General Manager, the management team began evaluating year-to-date revenue and expenses as well as preparing projections for the coming year to inform the Budget Study Session and development of the FY2024-2025 Preliminary Budget.

With the Board’s approval of the Preliminary Budget on June 5, staff has returned with the Final Budget for consideration.

FORECASTING THE FY2024-2025 FINANCIAL POSITION

Operating Revenues:

The District generates approximately 88% of its total revenues from real estate leases, grants, and user fees in the Harbor (the operating revenue). This excludes the Channel Islands National Park visitor center, which is owned by the federal government. The other 12% of (non-operating) revenues are derived from the Port District’s share of property taxes within the City of Ventura and directed by the Board to Harbor Patrol to help fund public safety costs. The District does not receive a share of sales and transient occupancy taxes generated in the Harbor.

The management team discussed revenue projections with master tenants and performed forecasting for Village, Village Marina, charters, dry storage, and commercial fishing revenues.

Staff is not recommending any changes to the revenue from the preliminary forecast reflecting a 1.7% increase in operating revenues to \$12,098,000 as compared to the current year’s budget (see Chart 1). Because FY2023-2024 showed one-time revenues of \$510,000, the revenue growth for FY2024-2025 is projected to be 6.3% when that one-time revenue is removed.

Chart 1 – Operating Revenues (Budgeted vs Forecasted)

Fiscal Year	Revenue	% +/-
FY2019-2020*	\$8,413,254	<6%>
FY2020-2021**	\$9,491,185	13%
FY2021-2022***	\$10,394,853	10%
FY2022-2023	\$10,568,500	1.7%
FY2023-2024****	\$11,893,000	12.5%
FY2024-2025*****	\$12,098,000	1.7%

- * FY2019-2020 actual revenues were down 6% due to COVID, a reduction in investment interest earnings, and the partial closure of Village Marina slips during the dock renovation.
- ** FY2020-2021 actual revenues were up 13% as tenants were beginning to recover from the effects of COVID and the receipt of a onetime lease assignment fee.
- *** FY2021-2022 actual revenues were up 10% as tenants continued to recover from COVID as well as Portside occupancy increased significantly
- **** FY2023-2024 represents the current year's mid-year budget.
- ***** FY2024-2025 annual budget forecast.

Operating Expenses:

Staff is not recommending any changes to the expenses from the preliminary cost forecast reflecting a 3.1% increase in total operating expenses at \$7,983,940 for the FY2024-2025 (see Chart 2). These increases in overall operating expenses are due to inflationary pressures for on-going expenses, staffing changes/promotions, cost of living adjustments, labor agreements, employee compensation and benefits, and pension costs. One of the most significant negative impacts on expenses has been the rise of general and marine insurance policies. However, the completion of inner Harbor dredging means that there is also a reduction in that expense in the coming fiscal year.

Department managers remain prudent in projecting budgetary needs. Most changes reflect simple inflationary increases, however additional landscape improvements by the Maintenance Department are planned as part of this budget. The Maintenance Department has continued the separation of a single budgetary item for all contingencies. These include such things as weather damage, vandalism, premature failures, and other unplanned expenses. The District can also access the Unrestricted Reserves if further unexpected expenses were to arise.

Chart 2 – Operating Expenses (Budgeted vs Forecasted)

Fiscal Year	Expenses	% +/-
FY2019-2020	\$6,306,806	2%
FY2020-2021	\$6,276,863	<0.5%>
FY2021-2022*	\$5,738,258	<9%>
FY2022-2023	\$7,133,050	24%
FY2023-2024**	\$7,744,200	8.5%
FY2024-2025***	\$7,983,940	3.1%

- * FY2021-2022 reflects significant reduction in legal and professional services
- ** FY2023-2024 represents the current year mid-year budget.
- *** FY2024-2025 annual budget forecast.

Staffing Considerations

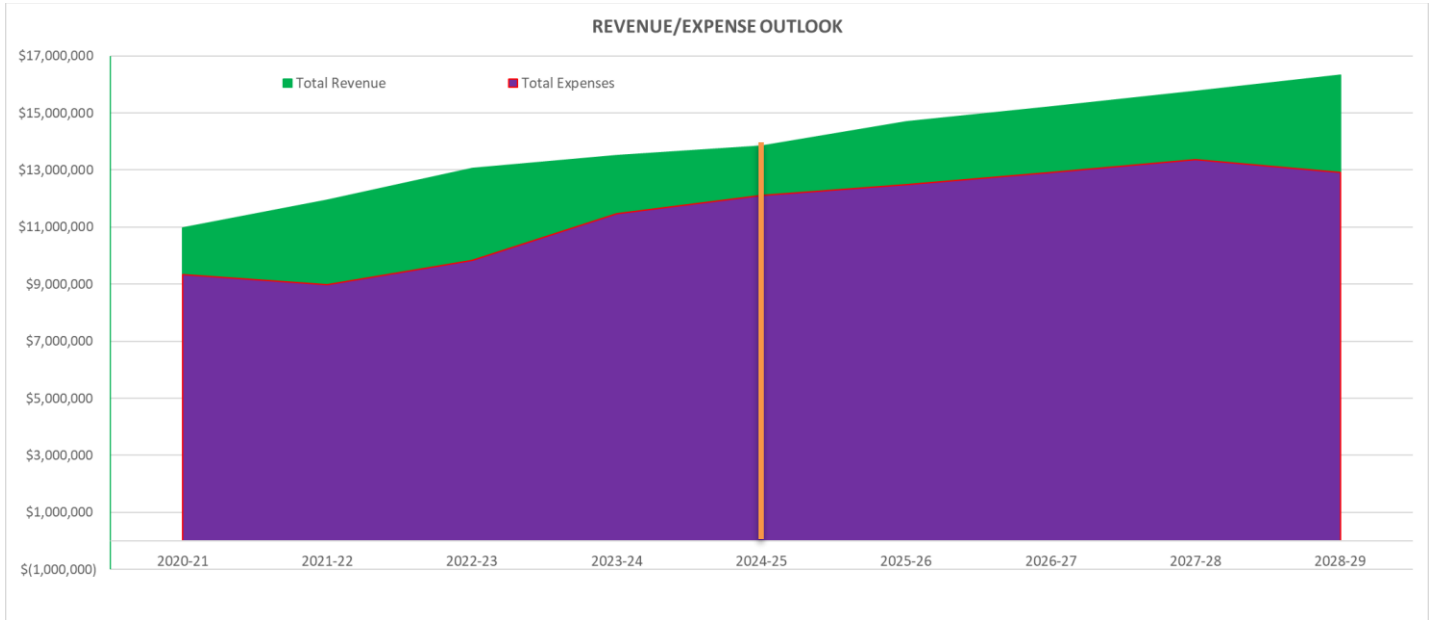
The General manager and the management team have evaluated the staffing needs for each department. As part of the FY2024-2025 budget process, the General Manager is recommending no changes in the Full-Time Equivalent (FTE) staffing number from that presented at the FY2023-2024 Midyear Budget. However, the Harbor Patrol budget (Standard Item 4) does include increasing the number of Senior Harbor Patrol Officers from two to three and reducing the number of Harbor Patrol I/II officers from nine to eight. One temporary Harbor Patrol Officer has been hired to assist with shift coverage.

The forecasted salary and benefits expense, a portion of the total operating expenses, is \$5,557,100, which reflects a 9.9% increase over the previous year's Mid-year Budget. The salary and benefits amount includes:

1. MOU labor contracts for the Harbor Patrol and Courtesy Dockmasters.
2. Cost of Living Adjustments (COLA) increases for all eligible full and part-time employees.
3. Budgetary estimate for merit increases for all eligible full and part-time employees after the FY2024-2025 Mid-Year Budget.
4. Increasing Workers Compensation premiums.
5. Increasing costs of CalPERS pension contributions.
6. Promotional opportunities.
7. Filling vacant Management Assistant position.

Chart 3 – Revenue/Expense 5-Year Outlook

The graph below plots the total expenses (purple) overlapping the total revenue (green) demonstrating a positive cash flow throughout the coming five fiscal years.



REVENUE ASSUMPTIONS

The management staff has prepared the annual budget with the following assumptions on incoming revenue during the coming FY2024-2025. Notable increases can be seen where the new Parking Management Plan is anticipated to generate revenue starting in Q4 (March) of 2024, the Loose Cannon open and contributing to Restaurant, CAM, and Promo. Further, the budget anticipates modest increases to Village Marina slips, event/activity fees, and to the Village Common Area Maintenance (CAM), and Dry Storage once the new lot is in service.

Revenue Source	Midyear Budget FY2023-2024	Forecasted FY2024-2025	% Change
Parcel Lease Income	\$ 5,594,000.00	\$ 5,685,000.00	1.6%
Lease Appreciation Rent	\$ 0.00	\$ 0.00	0%
Recreational Boating Income*	\$ 85,500.00	\$ 93,500.00	9.4%
Parking Revenue**	\$ 65,000.00	\$ 300,000.00	361.5%
Harbor Village: Retail	\$ 647,000.00	\$ 647,000.00	0%
Harbor Village: Restaurant	\$ 1,337,000.00	\$ 1,432,000.00	7.1%
Harbor Village: Office	\$ 831,000.00	\$ 896,500.00	7.9%
Harbor Village: Charters	\$ 476,000.00	\$ 474,500.00	-0.3%
Commercial Fishing Premises***	\$ 1,441,500.00	\$ 1,604,000.00	11.3%
Booth/vendor Income	\$ 7,000.00	\$ 10,000.00	42.9%
Sponsorships/Co-Op Advertising	\$ 16,000.00	\$ 16,000.00	0%
CAM Income	\$ 376,000.00	\$ 417,000.00	10.9%
Merchants Promotion Dues	\$ 110,000.00	\$ 129,500.00	17.7%
Miscellaneous Sales & Income****	\$ 107,000.00	\$ 93,000.00	-13.1%
Investment Income	\$ 290,000.00	\$ 300,000.00	3.4%

* Includes: Dry storage, boat washdown, commercial ID's.

- ** Parking revenue includes only the launch ramp until March 1, 2025, after which revenue is projected for Harbor Village and beach lots.
- *** Includes: Commercial fish offloading, commercial fish premises, commercial fishermen' storage, and marina slip rentals.
- **** Includes miscellaneous sales, rentals, vending machines, and tenant late fees.

GRANT REVENUE

Revenue received via grants is non-operating revenue and considered separately. Staff reflects grant revenue in the annual budget with the capital improvement projects that will be funded by the grant.

In recent years, the District has successfully applied for several grants. The FY2024-2025 Annual Budget considers only grants that have been awarded where the reimbursement is anticipated in the coming year:

- Two grants for electric vehicle charging at two locations in Harbor Village.
- One grant from California State Parks Division of Boating and Waterways.
- One grant from the National Fish and Wildlife Fund.

Multiple grants are still awaiting final approval. These include grants applied to support modernization of the commercial fishing area and FEMA reimbursement for impacts due to the atmospheric river event in early 2023.

CAPITAL AND ADA IMPROVEMENTS:

Implementing and executing a robust Capital Improvement Plan (CIP) over five years has been a consistent priority for the District. Some of the priorities over recent years have included:

- Ongoing accessibility improvements throughout Harbor Village.
- Various roof replacements at Harbor Village.
- Painting of Harbor Village buildings.
- Replacement of Harbor Village Marina Docks C, D, G, & H.
- Commercial fishing infrastructure upgrades.
- Building improvements to increase lease value and to continue to attract tenants.
- Remodeling of all public restrooms.

Priorities for FY2024-2025 and future years continue to take into account updates to the District's Guiding Principles and 5-Year Objectives. These projects are identified in Attachment 2 to this report.

FY2024-2025 Proposed Tenant Improvements:

Staff use lease expiration dates, probabilities, and anticipated costs for suite remodeling to estimate a comprehensive budget for District costs associated with addressing tenant turnover. The Board-approved leasing strategy includes a focus on tenant retention, which has been successful to a degree in reducing turnover and thus the need to spend funds on preparing suites for new tenants. Staff continue to secure multi-year terms for new leases and lease renewals, as this provides security and reduces risk for both tenants and District.

For FY2024-2025, staff are planning for a significant decrease in tenant improvement costs due to the completion of the modernization of ~4,000 square feet of office space. However, the budgetary figure is still high as there are several additional interior improvements to be performed in the coming year.

Staff's estimated tenant improvement budget is Attachment 5 to this report.

FISCAL IMPACT:

The forecasted revenues and expenditures for the FY2024-2025 are:

Budget Summary

Operating Income	\$12,098,000
Non-operating Income (Property Tax)	<u>1,750,000</u>
Total Income	\$13,848,000
Operating Expenses	\$7,983,940
Non-operating Expenses (Debt Service)	1,611,000
Harbor Patrol / Safety / Launch Ramp	<u>2,514,800</u>
Total Expenditures	\$12,109,740
Cash Flow before Capital Improvement	\$1,738,260
Replenishing of Dredging Reserve Fund	\$1,000,000
Capital, ADA, & Tenant Improvements (net of grants)	<u>3,464,000</u>
Cash Flow after Capital Improvements and the replenishing of Dredging Reserve Fund	<u>\$(2,725,740)</u>

The FY2024-2025 forecasted budget reflects a positive cash flow of \$1,738,260 from normal operations before capital improvement expenditures (net of grants) of \$3,464,000 and the replenishing of the \$1,000,000 to the Dredging Reserve Fund. \$2,725,760 of this expense will be funded using the District's Capital Improvement Reserve Fund.

Unrestricted Reserve

The Unrestricted Reserve funds are to be used to ensure the continued orderly operation of Ventura Harbor. As per the District's Reserve Policy, these funds are to continue to meet or exceed the required 40% of annual operating costs (shown as light blue area in Chart 4) at the end of FY2028-2029 (projected at \$5.37M).

Capital Improvement Reserve Fund

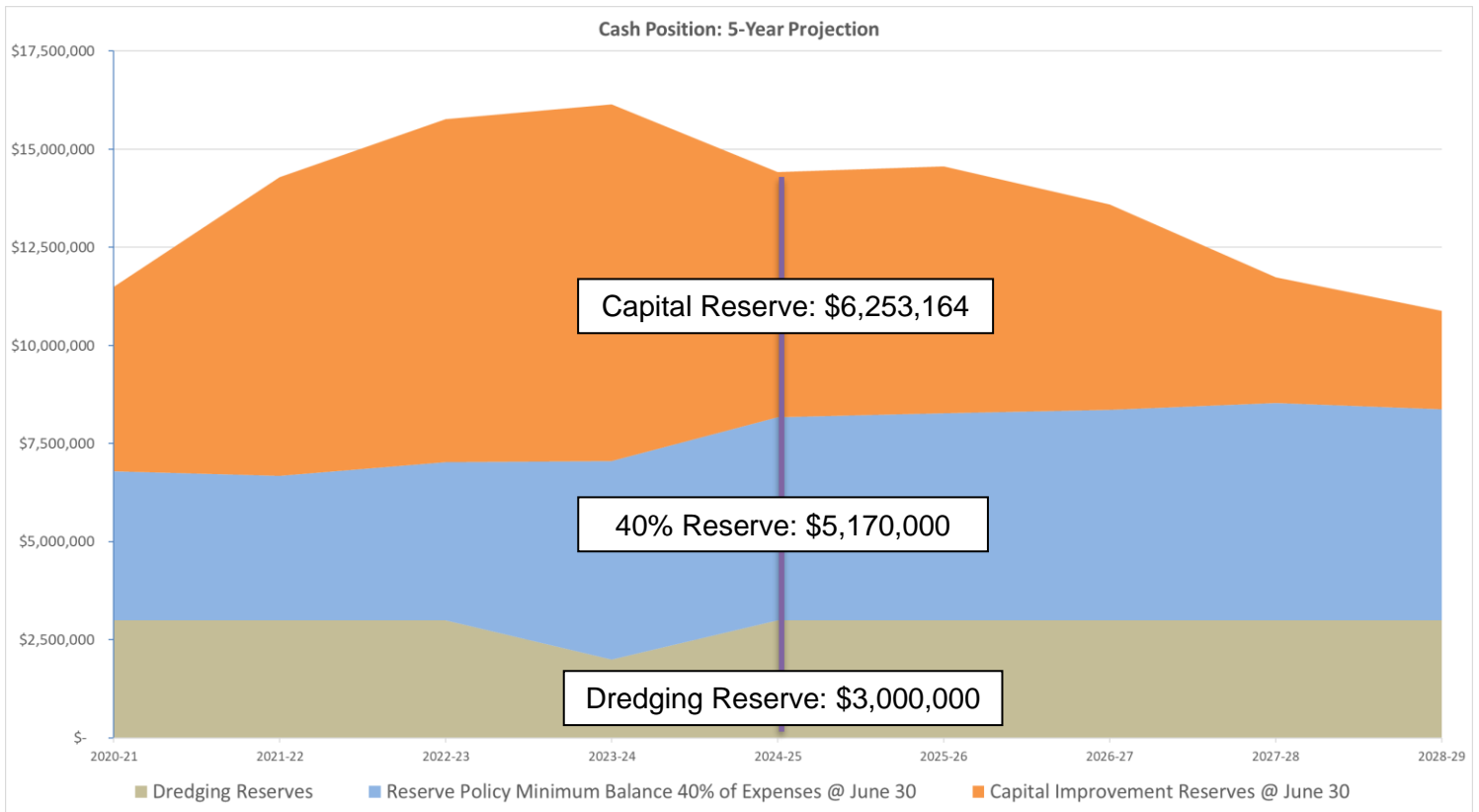
Funds in excess of the Unrestricted Reserves are identified as the Capital Improvement Reserve Fund (shown as orange in Chart 4).

Based on current forecasts and after completion of the projects currently contemplated for the 5-Year Capital Improvement Plan, the Revenue/Expense and 5-Year Cash Position Outlook exceed the District's policy requirements.

Dredging Reserve Fund

The District retains a reserve of \$3,000,000 for dredging that is independent of its other reserve accounts (i.e., not shown in Chart 4). Inner harbor dredging in FY2023-2024 used \$1,000,000 of this reserve which must now be replenished in FY2024-2025 from the Capital Improvement Reserve Fund. It is anticipated that an \$850,000 reimbursement for dredging will be received from FEMA within the next two years, which is factored into the 5-Year Cash Position Outlook.

Chart 4 – 5-Year Cash Position Outlook



This budget forecast also meets or exceeds the required bond covenant for net revenues to meet or exceed 115% of the current year debt service.

ATTACHMENTS:

- Attachment 1 – Annual Budget (Consolidated) FY2024-2025
- Attachment 2 – Annual Budget by Department FY2024-2025
- Attachment 3 – Proposed VPD Organizational Chart for FY2024-2025
- Attachment 4 – Summary of Five-Year Capital & ADA Improvement Plan
- Attachment 5 – Tenant Improvement Budget – FY2024-2025
- Attachment 6 – Projections Forecasted FY2024-2025 to FY2028-2029
- Attachment 7 – Resolution No. 3504 Adopting the FY2024-2025 Annual Budget
- Attachment 8 – Resolution No. 3505 Adopting the FY2024-2025 Salary Schedule for Non-represented Employees

ATTACHMENT 1

**VENTURA PORT DISTRICT
BUDGET
FOR FISCAL YEAR 2024-2025
Effective 7/01/2024**

	<u>Est/Act 2022-23</u>	<u>Budget 2022-23</u>	<u>Budget 2023-24</u>	Adjustments	<u>Mid-year Budget 2023-24</u>	<u>Budget 2024-25</u>	<u>Comments</u>
OPERATING REVENUE							
Parcel Lease Income	5,325,835	5,015,000	5,364,000	230,000	5,594,000	5,685,000	
Lease appreciation & signing rents	-	-	-	-	-	-	
Ventura Waterpure Project	-	-	-	510,000	510,000	-	
Dry Storage Income	80,744	90,000	70,000	-	70,000	78,000	
Commercial Fishermen's Storage	87,976	88,000	91,500	-	91,500	94,500	Lease revenue
Parking Income	53,789	65,000	65,000	-	65,000	300,000	Includes new Parking Management in Q4
State Lands Commission Grant	-	-	-	-	-	-	
Misc. Income/Rentals	392,194	102,000	119,500	290,000	409,500	405,500	
Harbor Village Lease Income		-					
Retail	710,062	655,000	657,000	(10,000)	647,000	647,000	
Restaurant	1,368,498	1,405,000	1,457,000	(120,000)	1,337,000	1,432,000	
Offices	783,525	780,000	811,000	20,000	831,000	896,500	
Charters	465,543	482,000	476,000	-	476,000	474,500	
Commercial Fishing Premises	184,155	185,000	180,000	-	180,000	173,500	
Fish Offloading	190,414	125,000	170,000	(90,000)	80,000	80,000	
Harbor Village Misc. Income	18,959	3,500	3,000	-	3,000	3,000	
Booth/Vendor Income	7,227	4,000	7,000	-	7,000	10,000	
Sponsorships	17,770	16,000	16,000	-	16,000	16,000	
Harbor Village Marina Slip Rentals	1,222,997	1,040,000	1,150,000	(60,000)	1,090,000	1,256,000	Jan 1 rate increase: 3% + occupancy
Harbor Village CAM Income	379,270	396,000	400,000	(24,000)	376,000	417,000	
Harbor Village Merchants Promo Dues	118,299	117,000	130,000	(20,000)	110,000	129,500	Jan 1 rate increase: 3%
TOTAL OPERATING REVENUE	11,407,257	10,568,500	11,167,000	726,000	11,893,000	12,098,000	
% increase / decrease over previous year	9.7%	8.0%	5.7%		12.5%	1.7%	Budget FY24-25 over Mid-year FY23-24
						6.3%	Percent change excluding onetime income-Vta Waterpure

ATTACHMENT 1

FY24-25 Budget Continued, 7/01/2024

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjustments</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
OPERATING EXPENDITURES							
<u>Personnel Expenses</u>							
Total Wages	2,092,480	2,220,100	2,341,600	(29,000)	2,312,600	2,484,000	Full-time position filled all year
<u>Other Personnel Expenses</u>							
Payroll Taxes & Unemployment	31,516	42,900	45,700	-	45,700	43,500	
Workers Comp Insurance	105,076	119,800	115,000	-	115,000	93,000	JPIA reduced workers comp insurance FY24-25
Medical & Life Insurance	219,906	257,000	268,000	-	268,000	288,000	
Optional Benefit Plans	205,073	218,000	225,000	-	225,000	253,000	
Retirement Contributions	442,935	460,000	470,000	-	470,000	580,000	
Totals Other Personnel Expenses	<u>1,004,506</u>	<u>1,097,700</u>	<u>1,123,700</u>	<u>-</u>	<u>1,123,700</u>	<u>1,257,500</u>	
Total Personnel Expenses	<u>3,096,986</u>	<u>3,317,800</u>	<u>3,465,300</u>	<u>(29,000)</u>	<u>3,436,300</u>	<u>3,741,500</u>	
% increase / decrease over previous year	9%	10%	4%		3.6%	8.9%	Budget FY24-25 over Mid-year FY23-24
<u>General Expenses</u>							
Advertising (Public notices)	29,903	21,500	18,000	-	18,000	18,000	
Leasing / Real Estate	6,468	21,000	-	-	-	-	
Auto Mileage & Allowance	2,767	10,000	10,000	-	10,000	10,000	
Auto Equipment & Maintenance.	26,064	31,000	29,000	-	29,000	29,000	
Bad Debt	-	10,000	10,000	-	10,000	10,000	
Bank Fees & Other Miscellaneous	3,066	11,000	6,000	-	6,000	5,000	
Building Maintenance	160,835	201,000	136,000	-	136,000	171,000	
Telephone/WiFi Communications	40,136	35,000	31,500	-	31,500	43,100	
Conferences, Meetings & Training	27,453	69,700	68,800	-	68,800	69,000	
Contingency - Maintenance	-	-	80,000	-	80,000	90,000	
Dock & Fish Pier Maint. & Repairs	149,092	198,000	200,000	-	200,000	165,000	
Equipment Rental	13,398	18,500	19,500	-	19,500	20,500	
General Liability Insurance	354,365	380,000	404,000	-	404,000	450,000	Per JPIA & est 10% on marine policies
Grounds Maintenance	165,797	159,000	253,500	5,000	258,500	273,500	Expanded landscape improvements
Janitorial Supplies	66,023	75,000	72,000	-	72,000	80,500	
Land/Building Rental Expense	95,834	88,000	91,500	-	91,500	94,500	Per District's lease of property
Memberships	15,523	21,000	21,100	-	21,100	22,740	
Office Computer Equipment & Related	15,483	20,000	10,000	-	10,000	6,000	

ATTACHMENT 1

FY24-25 Budget Continued, 7/01/2024

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	Adjustments	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
<u>General Expenses Continued</u>							
Office Supplies & Equipment	11,844	20,000	23,000	-	23,000	25,000	
Operating Supplies	51,048	53,500	45,500	-	45,500	45,500	
Other Equipment & Repairs	31,157	50,200	46,500	-	46,500	46,500	
Professional Serv. - Auditing & Accounting	63,449	114,000	80,000	-	80,000	65,000	
Legal - Professional Services, Judgements, Settlements	224,118	300,000	300,000	30,000	330,000	330,000	
Prof Serv - Commercial Fishing & Aquaculture Advoc	53,528	80,000	90,000	-	90,000	60,000	
Professional/Outside Services	554,056	693,000	819,500	90,000	909,500	666,500	Outside security-moved to Patrol
Professional Services-Parking Management	-	-	-	-	-	175,000	Includes consulting & parking services.
Subscriptions - General & Cloud Based Software	83,115	88,500	93,000	-	93,000	103,000	
Uniforms & Tool Allowances	16,750	23,500	19,000	-	19,000	16,000	
Utilities and Trash	448,157	465,700	500,500	-	500,500	529,500	
Dredging Related Expenses	163,398	183,000	242,500	50,000	292,500	198,000	
Total General Expenses	2,872,827	3,441,100	3,720,400	175,000	3,895,400	3,817,840	
% increase / decrease over previous year	11%	6%	8%		13%	-2.0%	Budget FY24-25 over Mid-year FY23-24
<u>Marketing & Promotional Expenses</u>							
Advertising & Marketing	134,328	138,000	140,000	-	140,000	144,000	
Ad Production/Graphic Design	23,680	25,000	30,000	-	30,000	30,000	
Annual Industry Memberships	1,000	3,000	3,000	-	3,000	3,000	
Office Supplies & Equipment	-	-	-	-	-	3,000	
Street/Event Banners/Banner Production	-	600	600	-	600	600	
Maps/Marketing Materials	13,823	12,300	12,900	-	12,900	14,000	
Certified Rack Card Distribution Service	-	2,300	-	-	-	-	
Conferences/Meetings/Tourism Outreach, FAM/Media	8,590	11,500	11,500	-	11,500	11,500	
Entertainment/Music/Village Activation	32,875	34,250	40,000	-	40,000	42,000	
Brand Build via Promotions/Campaigns/Events	53,144	54,000	64,000	-	64,000	66,000	
Annual Decorations/Promenade Lighting & Flags	71,437	72,000	72,000	-	72,000	72,000	
Web/Content Software/Newsletters	25,638	23,500	23,500	-	23,500	38,500	
Web Content / Logo Research	-	-	15,000	-	15,000	-	
Total Marketing & Promotional Expenses	364,515	376,450	412,500	-	412,500	424,600	
% increase / decrease over previous year	11%	8%	10%		10%	2.9%	Budget FY24-25 over Mid-year FY23-24
TOTAL OPERATING EXPENDITURES	6,334,328	7,135,350	7,598,200	146,000	7,744,200	7,983,940	
% increase / decrease over previous year	10%	8%	6.5%		8.5%	3.1%	Budget FY24-25 over Mid-year FY23-24
Operating Cash Flows In (Out)	5,072,929	3,433,150	3,568,800	580,000	4,148,800	4,114,060	
% increase / decrease over previous year	9%	8%	4%		21%	-1%	Budget FY24-25 over Mid-year FY23-24

ATTACHMENT 1

FY24-25 Budget Continued, 7/01/2024

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	Adjustments	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
NON-OPERATING and OTHER EXPENDITURES							
Harbor Patrol expenses not funded by property taxes	258,035	446,100	451,600	20,000	471,600	764,800	Remaining Patrol expenditures are funded from Operating Revenues
COP's Interest Expense	233,340	242,000	230,000	-	230,000	199,000	
Principal Payments on bonds/loans	998,100	1,004,000	1,023,000	-	1,023,000	1,044,000	
2018 Dock Project Debt Interest Expense	195,570	200,000	191,000	-	191,000	182,000	
2018 Dock Project Debt Principle Expense	168,538	168,000	177,000	-	177,000	186,000	
TOTAL NON-OPER. EXPENDITURES	1,853,583	2,060,100	2,072,600	20,000	2,092,600	2,375,800	
% increase / decrease over previous year	10%	8%	1%		2%	13.5%	Budget FY24-25 over Mid-year FY23-24
Annual Cash Flows In (Out) from normal operations before any Improvements	3,219,345	1,373,050	1,496,200	560,000	2,056,200	1,738,260	
% increase / decrease over previous year	9%	7%	9%		50%	-15%	Budget FY24-25 over Mid-year FY23-24
Inner Harbor Maintenance Dredging	-	-	250,000	80,000	330,000	-	
Replenish Dredging Reserve Funds						1,000,000	Replenish dredging reserve funds used for inner harbor dredging in FY23-24
Building Tenant Improvements	238,224	435,000	1,159,500	-	1,159,500	827,500	
Accessibility Improvements	836,932	950,000	110,000	(30,000)	80,000	300,000	See Attached Schedule
Capital Improvements Projects	1,703,579	2,446,000	2,385,000	(174,000)	2,211,000	3,110,000	See Attached Schedule
Special Funding	-	(184,000)	(734,000)	199,000	(535,000)	(773,500)	FY24-25 EV Charging Stations (reimbursement once installed) + Division of Boating & Waterways launch ramp Grant (reimbursement upon completion) + Natl Fish Wildlife Round 2 Refugio Oil Spill grant: beach showers/restrooms
Annual Cash Flows In(out) after Improvements	440,610	(2,273,950)	(1,674,300)	485,000	(1,189,300)	(2,725,740)	
Improvements and dredging reserve funded through Unrestricted Improvement Reserve Fund	(440,610)	2,273,950	1,674,300	(485,000)	1,189,300	2,725,740	
Projected Reserve Balance	\$ 12,767,800	\$ 9,013,350	\$ 11,093,500		\$ 14,148,904	\$ 11,423,164	
Dredging Reserve Fund	\$ 3,000,000	\$ 3,000,000	\$ 2,750,000	\$ (750,000)	\$ 2,000,000	\$ 3,000,000	Reserve replenished in FY2024-2025

ATTACHMENT 1

FY24-25 Budget Continued, 7/01/2024

Harbor Patrol Department Expenses funded from Property Taxes and Assessments collected by the County of Ventura

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjustments</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
Property Taxes and Assessments	1,655,119	1,580,000	1,627,000	-	1,627,000	1,750,000	
% increase / decrease over previous year	7%	5%	3%		3.0%	7.6%	Budget FY24-25 over Mid-year FY23-24
<u>Harbor Patrol Personnel Expenses</u>							
Total Wages	1,058,088	1,080,000	1,119,000	20,000	1,139,000	1,264,000	
Payroll Taxes & Unemployment	17,237	18,600	19,500	-	19,500	20,600	
Workers Comp Insurance	61,711	70,000	58,000	-	58,000	60,000	
Medical & Life Insurance	59,431	76,000	74,000	-	74,000	85,000	
Optional Benefit Plans	92,173	87,000	94,000	-	94,000	100,000	
Retirement Contributions	214,768	219,000	235,000	-	235,000	286,000	
Total Harbor Patrol Personnel Expenses	1,503,408	1,550,600	1,599,500	20,000	1,619,500	1,815,600	
% increase / decrease over previous year	11%	15%	3%		4.4%	12.1%	Budget FY24-25 over Mid-year FY23-24
<u>Harbor Patrol Other Expenses</u>							
Uniforms	22,092	18,400	16,000	-	16,000	14,000	
Oil & Fuel Expense	36,095	36,500	36,500	-	36,500	38,000	
Telephone/WiFi Communications	1,846	9,600	9,600	-	9,600	13,000	
Operating Supplies & Expense	52,977	30,000	30,000	-	30,000	32,000	
Harbor Maintenance	5,154	4,000	10,000	-	10,000	7,000	
Boat Maintenance	73,104	100,000	100,000	-	100,000	160,000	
Auto Equip & Maint.	5,168	10,000	10,000	-	10,000	12,000	
Conferences & Training	31,728	30,000	30,000	-	30,000	32,000	
Vessel Salvage Expense	24,567	80,000	80,000	-	80,000	60,000	
Summer Lifeguard Services	141,403	137,000	144,000	-	144,000	158,200	Contract 5/1/24
Professional Services	15,612	20,000	13,000	-	13,000	13,000	
Outside Services	-	-	-	-	-	160,000	Security services
Total Harbor Patrol Other Expenses	409,746	475,500	479,100	-	479,100	699,200	
% increase / decrease over previous year	-11%	4%	1%		1%	45.9%	Budget FY24-25 over Mid-year FY23-24
Total Harbor Patrol Expenses	1,913,154	2,026,100	2,078,600	20,000	2,098,600	2,514,800	
% increase / decrease over previous year	6%	12%	3%		4%	19.8%	Budget FY24-25 over Mid-year FY23-24

Expenditures remaining after Property Tax						
Revenues were applied are funded from Operating Revenues	(258,035)	(446,100)	(451,600)	(20,000)	(471,600)	(764,800)

ATTACHMENT 1

FY24-25 Budget Continued, 7/01/2024

Expenditures funded by Grants and Special Funding have been identified in the Capital Improvements Attachment 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjustments</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
<u>Grants and Special Funding</u>							
Dredging Reserve Fund	-	-	250,000	750,000	1,000,000		Funds to be replenished in FY2024-2025
TOTAL GRANTS & SPECIAL FUNDING	-	-	250,000	750,000	1,000,000	-	
<u>Projects, Equipment and Training Expenses</u>							
Dredging of Inner Harbor	-	-	250,000	750,000	1,000,000		
TOTAL PROJECTS & EQUIPMENT	-	-	250,000	750,000	1,000,000	-	

ATTACHMENT 2

VENTURA PORT DISTRICT
BUDGET BY DEPARTMENT
FISCAL YEAR 2024-25

Effective 7/01/24

	Est/Act 2022-23	Budget 2022-23	Budget 2023-24	Adjust.	Mid-year Budget 2023-24	Budget 2024-25	Comments
OPERATING REVENUE							
Parcel Lease Income	5,325,835	5,015,000	5,364,000	230,000	5,594,000	5,685,000	
Lease appreciation/signing rent/option fee		-	-	-	-	-	
Vta Waterpure		-	-	510,000	510,000	-	
Dry Storage Income	80,744	90,000	70,000	-	70,000	78,000	
Commercial Fishermen's Storage	87,976	88,000	91,500	-	91,500	94,500	Lease revenue
Boat Wash-down Income	3,926	5,000	2,000	-	2,000	2,000	
Commercial ID's Income	14,139	12,000	13,500	-	13,500	13,500	
Parking Income	53,789	65,000	65,000	-	65,000	300,000	Includes new Parking Management in Q4
Harbor On-site Event & Filming Permit Fees	25,403	40,000	45,000	-	45,000	42,000	
Sales of Services & Supplies	3,410	5,000	3,000	-	3,000	3,000	
Misc. Rentals	37,700	40,000	56,000	-	56,000	45,000	
State Lands Commission Income	-	-	-	-	-	-	
Investment Income	307,616	-	-	290,000	290,000	300,000	
Harbor Village Lease Income							
Retail	710,062	655,000	657,000	(10,000)	647,000	647,000	
Restaurant	1,368,498	1,405,000	1,457,000	(120,000)	1,337,000	1,432,000	
Offices	783,525	780,000	811,000	20,000	831,000	896,500	
Charters	465,543	482,000	476,000	-	476,000	474,500	
Commercial Fish Premises	184,155	185,000	180,000	-	180,000	173,500	
Fish Offloading	190,414	125,000	170,000	(90,000)	80,000	80,000	
Tenant Late Charges	14,098	1,000	1,000	-	1,000	1,000	
Vending Machines/Misc. Sales	4,861	2,500	2,000	-	2,000	2,000	
Booth/vendor income	7,227	4,000	7,000	-	7,000	10,000	
Sponsorships/Co-Op Advertising	17,770	16,000	16,000	-	16,000	16,000	
Marina Slip Rentals	1,168,295	1,000,000	1,100,000	(60,000)	1,040,000	1,200,000	Jan 1 rate increase: 3% + occupancy
Marina Electrical Income	54,702	40,000	50,000	-	50,000	56,000	
CAM Income	379,270	396,000	400,000	(24,000)	376,000	417,000	Jan 1 rate increase: 3%
Merchants Promotion Dues	118,299	117,000	130,000	(20,000)	110,000	129,500	
TOTAL OPERATING REVENUE	11,407,257	10,568,500	11,167,000	726,000	11,893,000	12,098,000	
	Increase / -Decrease over previous year	10%	8%	5.7%	12.5%	1.7%	Budget FY24-25 over MY budget FY23-24
						6.3%	Percent change excluding onetime income-Ventura Wa

ATTACHMENT 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjust.</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
OPERATING EXPENDITURES BY DEPARTMENT							
<u>Maintenance Personnel Expenses</u>							
Regular Salaries	364,534	448,000	412,500	10,000	422,500	455,000	
Overtime Pay	7,658	12,000	13,000	-	13,000	8,000	
Holiday Pay	2,331	4,000	3,000	-	3,000	5,500	
Payroll Taxes & Unemployment	5,267	8,000	8,000	-	8,000	8,500	
Workers Comp Insurance	40,449	49,000	47,000	-	47,000	35,500	JPIA reduced workers comp insurance
Medical & Life Insurance	36,236	60,000	45,000	-	45,000	45,000	
Employee Optional Benefits	31,088	43,000	40,000	-	40,000	44,000	
Retirement Contributions	98,240	114,000	79,000	-	79,000	100,000	
Total Maintenance Personnel Expenses	585,803	738,000	647,500	10,000	657,500	701,500	
	Increase / -Decrease over previous year	-4%	-1%	-12%	-11%	7%	Budget FY24-25 over MY budget FY23-24
<u>Maintenance Other Expenses</u>							
Uniforms	5,141	9,000	6,000	-	6,000	6,000	
Oil & Fuel Expense	7,364	8,500	8,000	-	8,000	8,000	
Communications/Telephone/WiFi	-	-	-	-	-	3,600	
Subscriptions - General & Cloud Based Software	-	-	-	-	-	10,000	
Operating Supplies	41,996	35,500	35,000	-	35,000	35,000	
Janitorial Supplies	13,755	25,000	15,000	-	15,000	17,000	
Equipment Rental	2,252	7,500	5,000	-	5,000	5,000	
Auto Maintenance	9,561	9,000	10,000	-	10,000	10,000	
Building Maintenance	147,832	180,000	120,000	-	120,000	150,000	
Grounds Maintenance	151,832	146,500	200,000	5,000	205,000	220,000	Expanded landscape improvements
Docks Maint. & Repairs	14,985	13,000	15,000	-	15,000	15,000	
Equipment & Repairs	27,563	44,000	40,000	-	40,000	40,000	
Conferences & Training	3,949	8,000	8,000	-	8,000	8,000	
Utilities-Electrical	68,758	65,000	73,500	-	73,500	85,000	
Utilities-Gas	16,204	7,000	16,000	-	16,000	16,000	
Utilities-Water	32,511	45,000	38,000	-	38,000	39,500	
Trash Disposal	24,241	30,000	30,000	-	30,000	24,200	
Sand Management	-	-	23,500	-	23,500	23,500	
Contingency	-	-	80,000	-	80,000	90,000	
Professional/Engineering/Outside Services	198,484	171,000	183,500	-	183,500	158,500	
Total Maintenance Other Expense	766,428	804,000	906,500	5,000	911,500	964,300	
	Increase / -Decrease over previous year	15%	9%	13%	13.4%	5.8%	Budget FY24-25 over MY budget FY23-24
Total Maintenance	1,352,231	1,542,000	1,554,000	15,000	1,569,000	1,665,800	
	Increase / -Decrease over previous year	6%	4%	1%	1.8%	6.2%	Budget FY24-25 over Mid-year FY23-24

ATTACHMENT 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjust.</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	
Administration & General Personnel Expense							
Regular Salaries	947,076	908,000	972,000	9,000	981,000	1,115,000	Full-time position filled all year
Part-time Pay	640	-	9,000	-	9,000	-	
Overtime Pay	8,876	3,000	6,000	-	6,000	6,000	
Holiday Pay	980	1,000	1,000	-	1,000	3,000	
Payroll Taxes	14,185	18,500	20,200	-	20,200	19,000	
Workers Comp Insurance	4,288	5,500	4,000	-	4,000	9,500	
Medical & Life Insurance	55,280	63,000	61,000	-	61,000	80,000	
OPEB Benefits	13,355	15,000	15,000	-	15,000	16,000	
Employee Optional Benefits	85,021	87,000	89,000	-	89,000	101,000	
Retirement Contributions	175,337	176,000	195,000	-	195,000	260,000	
Total Admin. & General Personnel Expense	1,305,038	1,277,000	1,372,200	9,000	1,381,200	1,609,500	
	Increase / -Decrease over previous year	25%	22%	7%	8.2%	17%	Budget FY24-25 over MY budget FY23-24
General & Administration Other Expenses							
Advertising & Tenant Recognition Program	29,903	21,500	18,000	-	18,000	18,000	
Leasing / Real Estate	6,468	21,000	-	-	-	-	
Communications/Telephone/WiFi	40,136	35,000	31,500	-	31,500	31,500	
Rental Expense-Fishermen's Storage	-	-	-	-	-	-	Moved to Marina dept
General Insurance	179,742	197,000	203,000	-	203,000	225,000	Per JPIA & est 10% on marine policies
Memberships	9,134	14,600	13,500	-	13,500	13,640	
Memberships-LAFCO Contribution.	6,389	6,400	7,600	-	7,600	9,100	
Subscriptions - General & Cloud Based Software	68,062	75,000	76,000	-	76,000	76,000	
Office Supplies & Equipment	11,844	20,000	23,000	-	23,000	24,000	
Office Computer Equipment	15,483	20,000	10,000	-	10,000	6,000	
Equipment Rental/Lease	11,146	11,000	14,500	-	14,500	15,500	
Auto Mileage & Allowance	2,767	10,000	10,000	-	10,000	10,000	
Conferences, Meetings & Trainings	22,641	58,700	57,800	-	57,800	56,000	
Professional Services - Auditing & Accounting	63,449	114,000	80,000	-	80,000	65,000	
Legal - Professional Services, Judgements, Settlements	224,118	300,000	300,000	30,000	330,000	330,000	
Prof. Serv.-Commercial Fishing & Aquaculture Advocacy	53,528	80,000	90,000	-	90,000	60,000	
Professional Services - All others	243,831	352,000	466,000	40,000	506,000	398,000	
Professional Services - Parking Management	-	-	-	-	-	175,000	Includes consulting & parking services.
Bad Debt/Uncollectable accounts	-	10,000	10,000	-	10,000	10,000	
Bank Fees & Other Misc.	3,066	11,000	6,000	-	6,000	5,000	
Total Admin. & General Other Expenses	991,707	1,357,200	1,416,900	70,000	1,486,900	1,527,740	
	Increase / -Decrease over previous year	2%	5%	4%	10%	3%	Budget FY24-25 over MY budget FY23-24
Total Admin & General Expense	2,296,745	2,634,200	2,789,100	79,000	2,868,100	3,137,240	
	Increase / -Decrease over previous year	14%	13%	6%	9%	9%	Budget FY24-25 over Mid-year FY23-24

ATTACHMENT 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjust.</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
Harbor Village Marina Personnel Expenses							
Regular Salaries	256,756	294,000	323,000	(48,000)	275,000	300,000	
Part-time Pay	-	-	-	-	-	-	
Overtime Pay	4,690	10,000	6,500	-	6,500	6,500	
Holiday Pay	6,011	8,500	9,000	-	9,000	9,000	
Payroll Taxes	3,815	5,500	6,500	-	6,500	5,500	
Workers Comp Insurance	28,070	32,000	32,000	-	32,000	23,000	
Group Medical Insurance	48,430	50,000	58,000	-	58,000	58,000	
Employee Optional Benefits	38,042	38,000	39,000	-	39,000	43,000	
Retirement Contributions	78,704	79,000	91,000	-	91,000	104,000	
Total Marina Expenses Personnel	464,518	517,000	565,000	(48,000)	517,000	549,000	
Increase / -Decrease over previous year	-4%	5%	9%		0%	6%	Budget FY24-25 over MY budget FY23-24
Harbor Village Marina Other Expenses							
Uniforms	7,441	8,000	8,000	-	8,000	5,000	
Fuel expense	2,261	3,500	3,000	-	3,000	3,000	
General Insurance	48,636	47,000	54,000	-	54,000	59,000	Per JPIA & est 10% on marine policies
Communications/Telephone/WiFi	-	-	-	-	-	5,000	
Rental Expense-Fishermen's Storage	95,834	88,000	91,500	-	91,500	94,500	Per District's lease of property
Office Supplies	-	-	-	-	-	1,000	
Operating Supplies	8,966	15,000	8,000	-	8,000	8,000	
Subscriptions/Cloud based software/Memberships	15,053	13,500	17,000	-	17,000	17,000	
Janitorial Supplies	11,004	15,000	12,000	-	12,000	13,500	
Other Equipment Repairs	411	2,200	2,500	-	2,500	2,500	
Building Maintenance	1,159	1,000	1,000	-	1,000	1,000	
Grounds Maintenance	1,164	2,500	2,500	-	2,500	2,500	
Dock Maint. & Repairs	81,052	100,000	100,000	-	100,000	100,000	
Fish Pier Repairs	53,055	85,000	85,000	-	85,000	50,000	
Conferences & Training	863	3,000	3,000	-	3,000	5,000	
Utilities-Electrical	99,147	98,000	110,000	-	110,000	115,000	
Utilities-Gas	12,100	6,700	13,000	-	13,000	13,000	
Utilities-Water	30,692	40,000	39,000	-	39,000	40,500	
Trash Disposal	28,760	23,000	30,000	-	30,000	33,500	
Professional/Outside Services	59,234	90,000	90,000	50,000	140,000	30,000	Outside security-moved to Patrol
Misc. Expense	-	500	-	-	-	-	
Total Marina Other Expenses	556,832	641,900	669,500	50,000	719,500	599,000	
Increase / -Decrease over previous year	36%	13%	4%		12.1%	-17%	Budget FY24-25 over MY budget FY23-24
Total Marina Expenses	1,021,350	1,158,900	1,234,500	2,000	1,236,500	1,148,000	
Increase / -Decrease over previous year	15%	10%	7%		7%	-7%	Budget FY24-25 over Mid-year FY23-24

ATTACHMENT 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjust.</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
Harbor Village Common Area Maintenance (CAM) Personnel Expenses							
Regular Salaries	284,630	292,000	308,000	-	308,000	283,000	
Part-time Pay	-	-	-	-	-	-	
Overtime Pay	8,096	13,000	13,000	-	13,000	10,000	
Holiday Pay	5,974	5,000	5,000	-	5,000	6,000	
Payroll Taxes	4,317	5,900	6,000	-	6,000	5,000	
Workers Comp Insurance	31,142	32,000	31,000	-	31,000	22,500	
Group Medical Insurance	49,263	51,000	59,000	-	59,000	59,000	
Employee Optional Benefits	36,922	36,000	36,000	-	36,000	41,000	
Retirement Contributions	56,878	57,000	64,000	-	64,000	64,000	
Total C.A.M. Personnel Expenses	477,222	491,900	522,000	-	522,000	490,500	
	Increase / -Decrease over previous year	8%	7%	6%	6%	-6%	Budget FY24-25 over MY budget FY23-24
Harbor Village Common Area Maintenance (CAM) Other Expenses							
Uniforms	4,168	6,500	5,000	-	5,000	5,000	
Oil & Fuel Expense	6,878	10,000	8,000	-	8,000	8,000	
General Insurance	125,987	136,000	147,000	-	147,000	166,000	Per JPIA estimates
Communications/Telephone/WiFi	-	-	-	-	-	3,000	
Operating Supplies	86	2,500	2,500	-	2,500	2,500	
Janitorial Supplies	41,264	35,000	45,000	-	45,000	50,000	
Building Maintenance	11,844	20,000	15,000	-	15,000	20,000	
Grounds Maintenance	12,801	10,000	27,500	-	27,500	27,500	
Equipment & Repairs	3,183	4,000	4,000	-	4,000	4,000	
Utilities-Electrical	47,195	48,000	48,000	-	48,000	55,000	
Utilities-Water	55,522	63,000	63,000	-	63,000	65,500	
Trash Collection	33,027	40,000	40,000	-	40,000	42,300	
Professional/Outside Services	52,507	80,000	80,000	-	80,000	80,000	
Total C.A.M. Other Expenses	394,462	455,000	485,000	-	485,000	528,800	
	Increase / -Decrease over previous year	10%	7%	7%	7%	9%	Budget FY24-25 over MY budget FY23-24
Total CAM Expenses	871,684	946,900	1,007,000	-	1,007,000	1,019,300	
	Increase / -Decrease over previous year	9%	7%	6%	6%	1%	Budget FY24-25 over Mid-year FY23-24

ATTACHMENT 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjust.</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
Harbor Marketing Personnel Expenses							
Regular Salaries	174,090	174,000	231,500	-	231,500	246,000	Full-time position filled all year
Part-time Pay	14,540	40,000	21,500	-	21,500	21,500	
Overtime Pay	4,597	7,000	7,000	-	7,000	8,500	
Holiday Pay	1,001	600	600	-	600	1,000	
Payroll Taxes	3,932	5,000	5,000	-	5,000	5,500	
Workers Comp Insurance	1,127	1,300	1,000	-	1,000	2,500	
Medical & Life Insurance	17,342	18,000	30,000	-	30,000	30,000	
Employee Optional Benefits	14,000	14,000	21,000	-	21,000	24,000	
Retirement Contributions	33,776	34,000	41,000	-	41,000	52,000	
Total Marketing Personnel Expenses	264,405	293,900	358,600	-	358,600	391,000	
Increase / -Decrease over previous year	4%	12%	22%		22%	9%	Budget FY24-25 over MY budget FY23-24
Harbor Marketing Other Expenses							
Advertising & Marketing	134,328	138,000	140,000	-	140,000	144,000	
Ad Production/Graphic Design	23,680	25,000	30,000	-	30,000	30,000	
Annual Industry Memberships	1,000	3,000	3,000	-	3,000	3,000	
Office Supplies/Equipment	-	-	-	-	-	3,000	
Street/Event Banners/Banner Production	-	600	600	-	600	600	
Maps/Marketing Materials	13,823	10,000	12,900	-	12,900	14,000	
Certified Rack Card Distribution Service	-	2,300	-	-	-	-	
Conferences/Meetings/Tourism Outreach, FAM/Media Tou	8,590	11,500	11,500	-	11,500	11,500	
Entertainment/Music/Village Activation	32,875	34,250	40,000	-	40,000	42,000	
Brand Build via Promotions/Campaigns/Events	53,144	54,000	64,000	-	64,000	66,000	
Annual Decorations/Promenade Lighting & Flags	71,437	72,000	72,000	-	72,000	72,000	
Web/Content Software/Newsletters	25,638	23,500	23,500	-	23,500	38,500	
Web Content / Logo Refresh	-	-	15,000	-	15,000	-	
Total Marketing Other Expenses	364,515	374,150	412,500	-	412,500	424,600	
Increase / -Decrease over previous year	audit	10%	10%		10%	3%	Budget FY24-25 over MY budget FY23-24
Total Marketing Expenses	628,920	668,050	771,100	-	771,100	815,600	
Increase / -Decrease over previous year	9%	11%	15%		15%	6%	Budget FY24-25 over Mid-year FY23-24

ATTACHMENT 2

	Est/Act 2022-23	Budget 2022-23	Budget 2023-24	Adjust.	Mid-year Budget 2023-24	Budget 2024-25	Comments
Total Operating Exp. Before Dredging	6,170,930	6,950,050	7,355,700	96,000	7,451,700	7,785,940	
Increase / -Decrease over previous year	11%	9%	5.8%		7.2%	4.5%	Budget FY24-25 over MY budget FY23-24
Harbor Dredging and Related Expenses							
Dredging Professional Services	48,531	50,000	75,000	50,000	125,000	38,000	
Washington Lobbyist Prof Services	60,000	60,000	60,000	-	60,000	63,000	
Dredging & Sand Mgmt. Regulatory Require. & Permits	45,978	53,000	85,000	-	85,000	27,500	Monitoring & reporting for dredging & sand
Dredging Conferences	8,889	20,000	22,500	-	22,500	11,500	
Dredging Misc. Expenses	-	-	-	-	-	58,000	Material testing every 3 years.
Total Harbor Dredging Expenses	163,398	183,000	242,500	50,000	292,500	198,000	
Increase / -Decrease over previous year	-10%	-14%	33%		60%	-32%	Budget FY24-25 over Mid-year FY23-24
TOTAL OPERATING EXPENDITURES	6,334,328	7,133,050	7,598,200	146,000	7,744,200	7,983,940	
Increase / -Decrease over previous year	10%	8%	6.5%		9%	3.1%	Budget FY24-25 over MY budget FY23-24
Operating Cash Flows In (Out)	5,072,929	3,435,450	3,568,800	580,000	4,148,800	4,114,060	
Increase / -Decrease over previous year		7%	4%		21%	-1%	Budget FY24-25 over Mid-year FY23-24

ATTACHMENT 2

	<u>Est/Act 2022-23</u>	<u>Budget 2022-23</u>	<u>Budget 2023-24</u>	<u>Adjust.</u>	<u>Mid-year Budget 2023-24</u>	<u>Budget 2024-25</u>	<u>Comments</u>
NON-OPERATING and OTHER EXPENDITURES							
Harbor Patrol exp. not funded by prop. taxes	258,035	446,100	451,600	20,000	471,600	764,800	Remaining Patrol expenditures are funded from Operating Revenues
COP's & Purchase Agreements Interest Payment	233,340	242,000	230,000	-	230,000	199,000	
Principal Payments on Bonds & Purchase Agreements	998,100	1,004,000	1,023,000	-	1,023,000	1,044,000	
2018 Dock Project Debt Interest Payment	195,570	200,000	191,000	-	191,000	182,000	
2018 Dock Project Debt Principle Payment	168,538	168,000	177,000	-	177,000	186,000	
TOTAL NON-OPER. EXPENDITURES	1,853,583	2,060,100	2,072,600	20,000	2,092,600	2,375,800	
Increase / -Decrease over previous year	10%	8%	1%		1.6%	14%	Budget FY24-25 over MY budget FY23-24
Annual Cash Flows In (Out) from normal operations before any Improvements	3,219,345	1,375,350	1,496,200	560,000	2,056,200	1,738,260	
Increase / -Decrease over previous year	9%	7%	9%		50%	-15%	Budget FY24-25 over Mid-year FY23-24
Inner Harbor Maintenance Dredging	-	-	250,000	80,000	330,000	-	
Replenish Dredging Reserve Fund						1,000,000	Replenish dredging reserve funds used for inner harbor dredging in FY23-24
Building Tenant Improvement's	238,224	435,000	1,159,500	-	1,159,500	827,500	See attached schedule
Accessibility Improvements	836,932	950,000	110,000	(30,000)	80,000	300,000	See attached schedule
Capital Improvement Projects	1,703,579	2,446,000	2,385,000	(174,000)	2,211,000	3,110,000	See attached schedule
Special Funding	-	(184,000)	(734,000)	199,000	(535,000)	(773,500)	FY24-25 EV Charging Stations (reimbursement once installed) + Division of Boating & Waterways launch ramp Grant (reimbursement upon completion) + Natl Fish Wildlife Round 2 Refugio Oil Spill grant: beach showers/restrooms
Annual Cash Flows In (Out) after Improvements	440,610	(2,271,650)	(1,674,300)	485,000	(1,189,300)	(2,725,740)	
Reserve Balance	12,767,800	9,013,350	11,093,500		14,148,904	11,423,164	
Dredging Reserve Fund (replenished from reserve bala	3,000,000	3,000,000	2,750,000	(750,000)	2,000,000	3,000,000	Reserve replenished in FY2024-2025

ATTACHMENT 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjust.</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
Harbor Patrol Department Expenses funded from Property Taxes and Assessments collected by the County of Ventura							
Property Taxes & Assessments Revenue	1,655,119	1,580,000	1,627,000	-	1,627,000	1,750,000	
Increase / -Decrease over previous year	7%	5%	3%		3.0%	8%	Budget FY24-25 over MY budget FY23-24
Harbor Patrol Personnel Expenses							
Regular Salaries	899,337	925,000	969,000	-	969,000	1,064,000	
Part-time Pay	9,410	50,000	40,000	-	40,000	60,000	
Overtime Pay	107,922	75,000	60,000	20,000	80,000	90,000	
Holiday Pay	41,419	30,000	50,000	-	50,000	50,000	
Payroll Taxes & Unemployment	17,237	18,600	19,500	-	19,500	20,600	
Workers Comp Insurance	61,711	70,000	58,000	-	58,000	60,000	
Medical & Life Insurance	59,431	76,000	74,000	-	74,000	85,000	
Employee Optional Benefits	92,173	87,000	94,000	-	94,000	100,000	
Retirement Contributions	214,768	219,000	235,000	-	235,000	286,000	
Total Harbor Patrol Personnel Expense	1,503,408	1,550,600	1,599,500	20,000	1,619,500	1,815,600	
Increase / -Decrease over previous year	16%	15%	3.2%		4.4%	12%	Budget FY24-25 over MY budget FY23-24
Harbor Patrol Other Expenses							
Uniforms	22,092	18,400	16,000	-	16,000	14,000	
Oil & Fuel Expense	36,095	36,500	36,500	-	36,500	38,000	
Telephone/WiFi Communications	1,846	9,600	9,600	-	9,600	13,000	
Operating Supplies & Expense	52,977	30,000	30,000	-	30,000	32,000	
Harbor Maintenance	5,154	4,000	10,000	-	10,000	7,000	
Boat Maintenance	73,104	100,000	100,000	-	100,000	160,000	Replace boat engines
Auto Equip & Maintenance	5,168	10,000	10,000	-	10,000	12,000	
Conferences & Training	31,728	30,000	30,000	-	30,000	32,000	
Vessel Salvage Expense	24,567	80,000	80,000	-	80,000	60,000	
Summer Lifeguard Services	141,403	137,000	144,000	-	144,000	158,200	State Lifeguard contract
Professional Services	15,612	20,000	13,000	-	13,000	13,000	Employee med,exams, testing
Outside Services	-	-	-	-	-	160,000	Security service (relocated from Marina Dept.)
Total Harbor Patrol Other Expenses	409,746	475,500	479,100	-	479,100	699,200	
Increase / -Decrease over previous year		4%	0.8%		0.8%	46%	Budget FY24-25 over MY budget FY23-24
Total Harbor Patrol Expenses	1,913,154	2,026,100	2,078,600	20,000	2,098,600	2,514,800	
Increase / -Decrease over previous year	18%	12%	3%		4%	20%	Budget FY24-25 over Mid-year FY23-24
Expenditures remaining after Property Tax Revenues were applied	(258,035)	(446,100)	(451,600)	(20,000)	(471,600)	(764,800)	
Increase / -Decrease over previous year	283%	49%	1%		6%	62%	Budget FY24-25 over Mid-year FY23-24

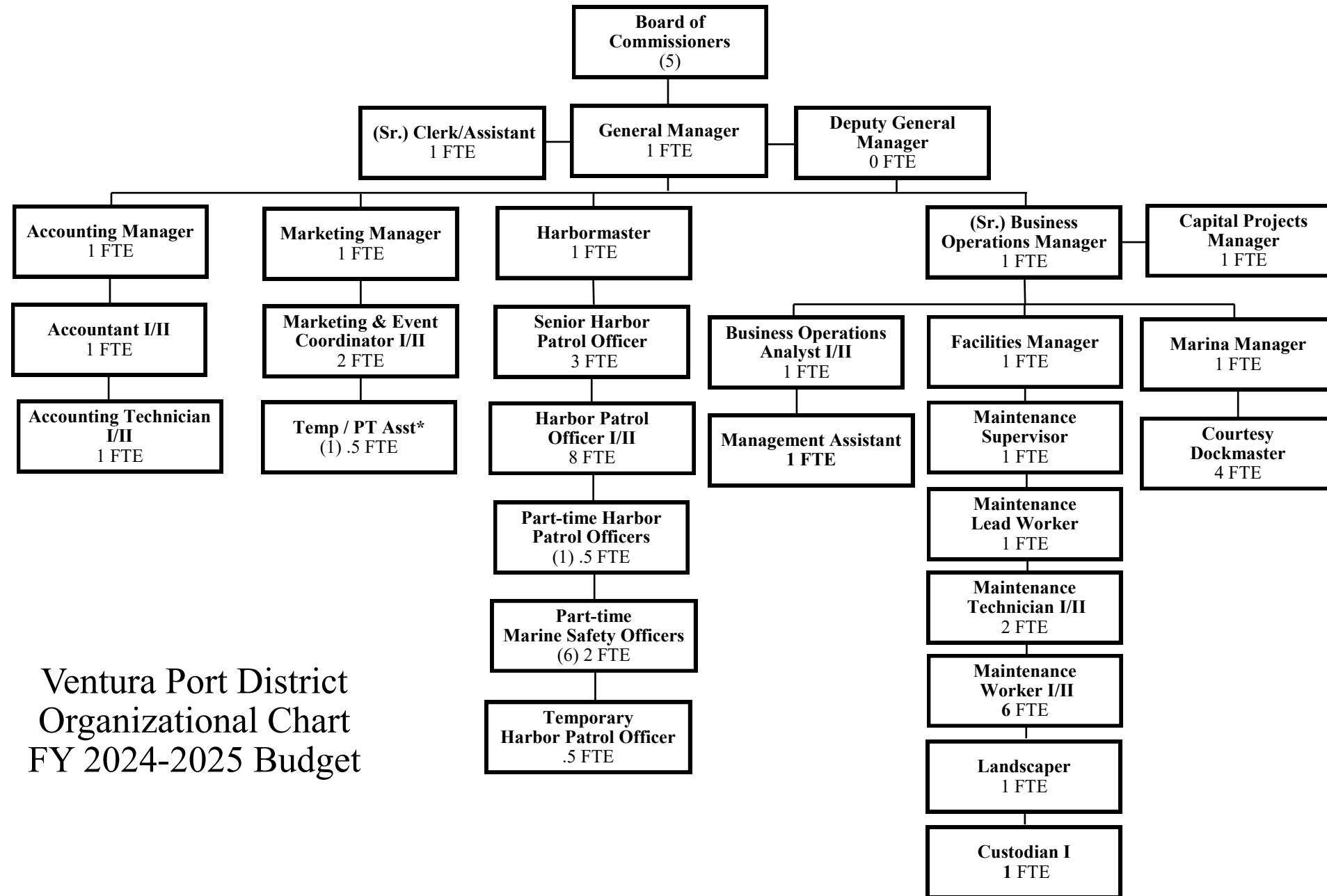
ATTACHMENT 2

	<u>Est/Act</u> <u>2022-23</u>	<u>Budget</u> <u>2022-23</u>	<u>Budget</u> <u>2023-24</u>	<u>Adjust.</u>	<u>Mid-year</u> <u>Budget</u> <u>2023-24</u>	<u>Budget</u> <u>2024-25</u>	<u>Comments</u>
Expenditures funded by Grants and Special Funding							
<u>Grants and Special Funding</u>							
Dredging Reserve Fund	-	-	250,000	750,000	1,000,000	-	Funds will be replenished in FY24-25
TOTAL GRANTS & SPECIAL FUNDING	-	-	250,000	750,000	1,000,000	-	
 <u>Projects, Equipment and Training Expenses</u>							
Dredging of Inner Harbor	-	-	250,000	750,000	1,000,000	-	
TOTAL PROJECTS & EQUIPMENT	-	-	250,000	750,000	1,000,000	-	

ATTACHMENT 3

Ventura Port District
FY24-25 Budget
Authorized Positions by Department (Full Time Equivalents)

Position Name	FY23-24 Authorized positions (not all positions are budgeted)	FY23-24 Budgeted positions	FY24-25 Authorized positions (not all positions are budgeted)	FY24-25 Proposed budgeted positions	Change Budgeted FY24-25 compared to Budgeted FY23-24
<u>Maintenance Department</u>					
Facilities Manager	1.00	1.00	1.00	1.00	-
Maintenance Supervisor	1.00	1.00	1.00	1.00	-
Maintenance Lead Worker	1.00	1.00	1.00	1.00	-
Maintenance Technician II	1.00	1.00	1.00	1.00	-
Maintenance Technician I	1.00	1.00	1.00	1.00	-
Maintenance Worker II	1.00	1.00	2.00	2.00	1.00
Maintenance Worker I	3.00	3.00	4.00	4.00	1.00
Landscaper	1.00	1.00	1.00	1.00	-
Custodian	3.00	3.00	1.00	1.00	(2.00)
Maintenance Department Total	13.00	13.00	13.00	13.00	-
<u>Administration Department</u>					
General Manager	1.00	1.00	1.00	1.00	-
Deputy General Manager	1.00	-	1.00	-	-
Senior Business Operations Manager	1.00	1.00	1.00	1.00	-
Business Operations Manager	1.00	-	1.00	-	-
Business Operations Analyst II	1.00	1.00	1.00	1.00	-
Business Operations Analyst I	1.00	-	1.00	-	-
Capital Projects Manager	1.00	1.00	1.00	1.00	-
Administrative Assistant/Clerk	1.00	-	1.00	-	-
Executive Assistant/Senior Clerk	1.00	1.00	1.00	1.00	-
Management Assistant	1.00	-	1.00	1.00	1.00
Accounting Manager	1.00	1.00	1.00	1.00	-
Accountant II / I	2.00	1.00	2.00	1.00	-
Accounting Technician II / I	2.00	1.00	2.00	1.00	-
Administration Department Total	15.00	8.00	15.00	9.00	1.00
<u>Harbor Village Marina Department</u>					
Marina Manager	1.00	1.00	1.00	1.00	-
Courtesy Dockmaster	4.00	4.00	4.00	4.00	-
Harbor Village Marina Department Total	5.00	5.00	5.00	5.00	-
<u>Marketing Department</u>					
Marketing Manager	1.00	1.00	1.00	1.00	-
Marketing & Events Coordinator II	1.00	1.00	1.00	1.00	-
Marketing & Events Coordinator I	1.00	1.00	1.00	1.00	-
Part-Time Marketing Assistants	0.50	0.50	0.50	0.50	-
Marketing Department Total	3.50	3.50	3.50	3.50	-
<u>Harbor Patrol Department</u>					
Harbormaster	1.00	1.00	1.00	1.00	-
Senior Harbor Patrol Officer	2.00	2.00	3.00	3.00	1.00
Harbor Patrol Officer II	4.00	4.00	6.00	6.00	2.00
Harbor Patrol Officer I	5.00	5.00	2.00	2.00	(3.00)
Temporary Harbor Patrol Officer	-	-	0.50	0.50	0.50
Part-time Harbor Patrol Officer	0.50	0.50	0.50	0.50	-
Marine Safety Officer	2.00	2.00	2.00	2.00	-
Harbor Patrol Department Total	14.50	14.50	15.00	15.00	0.50
Total All Full Time Equivalent Positions	51.00	44.00	51.50	45.50	1.50



Ventura Port District
Organizational Chart
FY 2024-2025 Budget

FINAL BUDGET

**Capital Improvements and ADA Improvements Plan
Summary of Five Year Projection**

Item #	Dept.	GP	Objective	Project Location/Description	Fiscal Yr 24-25	Fiscal Yr 25-26	Fiscal Yr 26-27	Fiscal Yr 27-28	Fiscal Yr 28-29
1	Capital	7	V1	1575 Spinnaker Building Exterior Façade Improvements	1,000,000	750,000			
2	HP	2, 3	R1,2	Launch Ramp Floating Dock Replacement, Washdown Station ADA Improvement, Restroom Upgrades (Grant funded)	540,000				
3	Capital	7	V1	Harbor Village Bldgs Replace/repair roofs/tiles/gutters - (1575, 1583, 1431 distributed over multiple years)	350,000	700,000	900,000	250,000	
4	Capital	7	V1	Promenade Curved Wall & Patio Upgrades: 1575 Spinnaker	250,000				
5	Admin	6, 7	P1,2,3	Paid Parking Infrastructure (Procurement of infrastructure expected after all approvals received)	175,000				
6	Marina	2	F2	Fish Pier - fender camels	175,000				
7	Capital	2,7	V1	Parcel 19A: Parking Lot Lights & Poles & Asphalt	150,000				
8	Capital	7	V1	Harbor Entrance Feature Revitalization & Wayfinding (Schooner FY23-24, Spinnaker FY24-25)	75,000	75,000			
9	Admin	6, 7	P3, V1	Ventura Harbor Village - WiFi or Mobile Phone Repeater Infrastructure	75,000				
10	Capital	3,4,6,7	R1,2; V1	EV Charging Stations (VHV)(Deferred due to SCE schedule)	65,000		30,000		
11	Capital	7	V1	1575/1583 Pass-Through Repaving	60,000				
12	Maint	7	V1	Resurface Parking Lots (Harbor Village & Beach Lots - (distributed over multiple years)	55,000	200,000	200,000	250,000	250,000
13	Capital	7	V1	1567 B Building Patio Wall Replacement	55,000				
14	Capital	7, 8	N2; V1	National Park Service Bldg. - 1691 Bldg. - HVAC systems	40,000				
15	Capital	7	V1	Harbor Village Wayfinding Signage: Entry Awnings, Parking Lot Entrance Signs, Map Directories	30,000	50,000	75,000		
16	Maint	6, 7	E; V1	Maintenance/Landscape Trailer Replacement	15,000				
17	Capital	7	V1	Harbor Village Elevator Upgrade - 1591 Spinnaker (last of the 5 elevators in the Village to be refurbished)		125,000			
18	Maint	4, 6, 7	E	Vehicle Replacement - Maintenance Dept. (2 EV or Plug-in Hybrid in FY25-26 and FY27-28)		100,000		120,000	
19	HP	1, 6	E	Harbor Patrol Long Dock & Harbor Patrol Dock Replacement		50,000	350,000	250,000	
20	Capital	3,4,6,7	E; R1,2; V1	Coastal Trail Program - phased (includes Promenade paving, benches/street furniture, lights & poles)		50,000	250,000	750,000	750,000
21	Marina	2	F2	Fish Pier - maintenance & long-term replacement		50,000			1,000,000
22	Marina	1,6	E	Vehicle Replacement - Courtesy Patrol (EV)		45,000			
23	HP	1, 6	E	Vehicle Replacement - Harbor Patrol Dept. (EV or Hybrid)			100,000		
24	HP	2	E	Resurface Launch Ramp Parking Lot			75,000		
25	Capital	7	V1	Harbor Village Trash Enclosures (1591 Upgrade)			60,000		
26	Capital	7	V1	Parcel 5 Park				1,000,000	1,750,000
27	HP	1, 6	E	Boat Replacement - Harbor Patrol Dept.				1,000,000	
28	Capital	7	V1	Village Paseo Improvement Project (1559/1567)					75,000
29	ADA	7	V1	Harbor Cove & Surfers Knoll - Retaining Wall & Shower Area Improvements (Partially grant funded)	300,000			200,000	
30	ADA	7	V1	Handrails Update/Replacements		80,000			
31	ADA	7	V1	ADA Restroom Upgrade - 1691 (Boater's Restroom/Showers)			750,000		
32	ADA	7	V1	1583/1591 ADA Path of Travel Ramps			50,000		
Total Capital Improvement Plan					3,110,000	2,195,000	2,040,000	3,620,000	3,825,000
Total ADA Improvement Plan					300,000	80,000	800,000	200,000	-
TOTAL CAPITAL IMPROVEMENTS & ADA IMPROVEMENTS					3,410,000	2,275,000	2,840,000	3,820,000	3,825,000
Special Funding from Division of Boating and Waterways Launch Ramp Dock Grant					(500,000)				
Special Funding from National Fish and Wildlife Fund					(200,000)				
Special Funding for EV Charging Stations (CALeVIP & SCE) (deferred due to SCE construction schedule)					(73,500)				
TOTAL CAPITAL IMPROVEMENTS & ADA IMPROVEMENTS WITH FUNDING					2,636,500	2,275,000	2,840,000	3,820,000	3,825,000

ATTACHMENT 5

FY24-25 Building Tenant Improvements

Budgeted Items		
Scheduled Improvements	Budgeted District Contribution to Building Tenant Improvements	\$ 545,250
Unscheduled Improvements	Renovations due to possible Tenant turnover at lease expiration	\$ 102,050
Contingency	Renovations due to unscheduled Tenant turnover (early termination)	\$ 180,200
		\$ 827,500

ATTACHMENT 6

VENTURA PORT DISTRICT HISTORICAL & PROJECTED REVENUE AND EXPENSE CASH FLOWS Minimum Unrestricted Reserves at **40%** of Operating Expenses

	2020-21 Actual	2021-22 Actual	2022-23 Est/Act	2023-24 forecasted	2024-25 forecasted	2025-26 forecasted	2026-27 forecasted	2027-28 forecasted	2028-29 forecasted
Cash Flows In (Out) from normal operations before any Improvements	\$ 1,620,214	\$ 2,966,017	\$ 3,219,345	\$ 2,056,200	\$ 1,738,260	\$ 2,215,000	\$ 2,309,000	\$ 2,399,000	\$ 3,407,000
Significant Assumptions -									
Cash Flow In- JPIA insurance recovery/boat sale			355,200						
Cash Flow In - FEMA Reimburse for Inner Harbor Dredging						850,000			
Cash Flow Out - Reimburse Dredging Improvement Fund for Inner Harbor Dredging					(1,000,000)				
Cash Flow Out - Inner Harbor Dredging				(330,000)	-				
Cash Flow Out - Tenant Improvements	(134,906)	(221,717)	(238,224)	(1,159,500)	(827,500)	(700,000)	(500,000)	(500,000)	(500,000)
Cash Flow Out - Accessibility Enhancements	(110,000)	(44,348)	(836,932)	(80,000)	(300,000)	(80,000)	(800,000)	(200,000)	-
Cash Flow Out - Capital Improvements as per 5-Year Plan Projection	(820,703)	(731,426)	(1,703,579)	(2,211,000)	(3,110,000)	(2,195,000)	(2,040,000)	(3,620,000)	(3,825,000)
EV Charging Station/National Fish&Wildlife/DBW Grants-FY23-24	318,600	1,173,154	-	535,000	773,500	-	-	-	-
Improvements that will need to be funded through Unrestricted Improvement Reserves				(1,189,300)	(2,725,740)		(1,031,000)	(1,921,000)	(918,000)
Cash Flow In after Improvements are completed	873,205	3,141,680	795,810			90,000			
Forecasted Unrestricted Reserve Balances									
	2020-21 Actual	2021-22 Actual	2022-23 Est/Act	2023-24 forecasted	2024-25 forecasted	2025-26 forecasted	2026-27 forecasted	2027-28 forecasted	2027-28 forecasted
Forecasted Reserves at beginning of each fiscal year	7,616,795	8,419,000	11,285,000	15,338,204	14,148,904	11,423,164	11,570,164	10,599,164	8,741,164
Improvements funded from Improvement Reserves	-	-	-	(1,724,300)	(2,499,240)	(703,000)	(971,000)	(1,858,000)	(853,000)
Cash Used to reimburse Dredging Improvement Fund	-	-	-	-	(1,000,000)	-	-	-	-
Cash Flow In after Improvements are completed less grant funding	873,205	1,692,846	1,482,800	-	-	-	-	-	-
Cash Flow In from Grant fund reimbursements	-	1,173,154	-	535,000	773,500	850,000	-	-	-
Forecasted Unrestricted Reserves at end of year	8,490,000	11,285,000	12,767,800	14,148,904	11,423,164	11,570,164	10,599,164	8,741,164	7,888,164
Total All Unrestricted Reserves Forecasted at June 30 each year	8,490,000	11,285,000	12,767,800	14,148,904	11,423,164	11,570,164	10,599,164	8,741,164	7,888,164

As outlined below, with the proposed expenditures the 40% reserve balance is maintained and the unrestricted Improvement balance remains favorable.

	2020-21 Actual	2021-22 Actual	2022-23 Est/Act	2023-24 forecasted	2024-25 forecasted	2025-26 forecasted	2026-27 forecasted	2027-28 forecasted	2028-29 forecasted
TOTAL Unrestricted Reserves Forecasted at June 30 each year	8,490,000	11,285,000	12,767,800	14,148,904	11,423,164	11,570,164	10,599,164	8,741,164	7,888,164
Reserve Policy Minimum Balance 40% of Expenses at June 30 each year	3,790,000	3,680,000	4,030,000	5,050,000	5,170,000	5,270,000	5,360,000	5,540,000	5,370,000
Capital Improvement Reserve Fund at June 30 each year	4,700,000	7,605,000	8,737,800	9,098,904	6,253,164	6,300,164	5,239,164	3,201,164	2,518,164

ATTACHMENT 6

VENTURA PORT DISTRICT
HISTORICAL & PROJECTED CASH FLOWS
Minimum Unrestricted Reserves at **40%** of Operating Expenses

	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
	Actual	Actual	Est/Act	forecasted	forecasted	forecasted	forecasted	forecasted	forecasted
Revenue									
Operating Revenue	9,491,185	10,127,903	11,099,641	11,093,000	11,498,000	11,958,000	12,436,000	12,933,000	13,450,000
% Increase / -Decrease Forecasted	12.8%	6.7%	9.6%	-0.1%	3.7%	4.0%	4.0%	4.0%	4.0%
Parking Revenue Forecast (Village & Beaches)					300,000	650,000	650,000	650,000	650,000
Onetime-Tenant Fees	912,000	75,000		510,000					
State Lands Commission Income-portion used for operating expenses		143,500							
Total Operating Revenues	9,491,185	10,346,403	11,099,641	11,603,000	11,798,000	12,608,000	13,086,000	13,583,000	14,100,000
% Increase / -Decrease Forecasted	12.8%	9.0%	7.3%	4.5%	1.7%	6.9%	3.8%	3.8%	3.8%
Non-Operating Revenue (Includes prop taxes)	1,477,535	1,597,065	1,962,735	1,917,000	2,050,000	2,091,000	2,133,000	2,176,000	2,220,000
% Increase / -Decrease Forecasted	5.9%	8.1%	22.9%	-2.3%	6.9%	2.0%	2.0%	2.0%	2.0%
Total All Revenue	10,968,720	11,943,468	13,062,376	13,520,000	13,848,000	14,699,000	15,219,000	15,759,000	16,320,000
% Increase / -Decrease Forecasted	11.8%	8.9%	9.4%	3.5%	2.4%	6.1%	3.5%	3.5%	3.6%
Expenses									
Operating Expenses (excludes Harbor Patrol)	5,934,685	5,556,578	6,170,930	7,451,700	7,785,940	8,097,000	8,421,000	8,758,000	9,108,000
% Increase / -Decrease Forecasted	-3.0%	-6.4%	11.1%	20.8%	4.5%	4.0%	4.0%	4.0%	4.0%
Harbor dredging & related expense	342,178	181,680	163,398	292,500	198,000	163,000	163,000	200,000	163,000
% Increase / -Decrease Forecasted	81.2%	-46.9%	-10.1%	79.0%	-32.3%	-17.7%	0.0%	22.7%	-18.5%
Sub-Total Operating Expenses (excludes Harbor Patrol)	6,276,863	5,738,258	6,334,328	7,744,200	7,983,940	8,260,000	8,584,000	8,958,000	9,271,000
% Increase / -Decrease Forecasted	-0.5%	-8.6%	10.4%	22.3%	3.1%	3.5%	3.9%	4.4%	3.5%
Harbor Patrol Expenses	1,457,170	1,615,916	1,913,154	2,098,600	2,514,800	2,615,000	2,720,000	2,829,000	2,942,000
% Increase / -Decrease Forecasted	-4.6%	10.9%	18.4%	9.7%	19.8%	4.0%	4.0%	4.0%	4.0%
Total Operating Expenses	7,734,033	7,354,174	8,247,482	9,842,800	10,498,740	10,875,000	11,304,000	11,787,000	12,213,000
% Increase / -Decrease Forecasted	-1.3%	-4.9%	12.1%	19.3%	6.7%	3.6%	3.9%	4.3%	3.6%
Non-operating and Other Expenses									*
Principle/Interest & deferred refunding	1,196,726	1,251,364	1,231,440	1,253,000	1,243,000	1,241,000	1,238,000	1,205,000	332,000
Principle/Interest/Fees - 2018 Vlg Marina Dock Renovations	417,747	371,913	364,109	368,000	368,000	368,000	368,000	368,000	368,000
Total Non-operating expenses	1,614,473	1,623,277	1,595,549	1,621,000	1,611,000	1,609,000	1,606,000	1,573,000	700,000
% Increase / -Decrease Forecasted	-0.2%	0.5%	-1.7%	1.6%	-0.6%	-0.1%	-0.2%	-2.1%	-55.5%
Total All Expenses	9,348,506	8,977,451	9,843,031	11,463,800	12,109,740	12,484,000	12,910,000	13,360,000	12,913,000
% Increase / -Decrease Forecasted	-1.1%	-4.0%	9.6%	16.5%	5.6%	3.1%	3.4%	3.5%	-3.3%
Cash Flows In (Out) from normal operations before any Improvements	\$ 1,620,214	\$ 2,966,017	\$ 3,219,345	\$ 2,056,200	\$ 1,738,260	\$ 2,215,000	\$ 2,309,000	\$ 2,399,000	\$ 3,407,000

* Debt service on 2021 refunding paid off 27/28

Note: Revenues generated from grants are not normally included in the Revenue category-a portion SLC used for operating expenditures has been included in fiscal year 21-22



RESOLUTION NO. 3504

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS
OF THE VENTURA PORT DISTRICT ADOPTING THE
2024-2025 FISCAL YEAR BUDGET**

WHEREAS, it is necessary and appropriate for the Board of Port Commissioners of the Ventura Port District to adopt a Budget for Fiscal Year 2024-2025; and

WHEREAS, a Preliminary Budget was presented to and reviewed by the Board of Port Commissioners on June 5, 2024; and

WHEREAS, the Preliminary Budget was deemed appropriate and adopted by resolution No. 3500 by the Board of Port Commissioners on June 5, 2024; and

WHEREAS, the Board of Port Commissioners has determined that the appropriations specified in the Annual Budget are necessary for the efficient maintenance and operation of the Ventura Port District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the Ventura Port District that the District Fiscal Year 2024-2025 Annual Budget is hereby approved.

PASSED, APPROVED AND ADOPTED by the Board of Port Commissioners this 19th day of June 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Michael Blumenberg, Chairman

ATTEST:

Anthony Rainey, Secretary



RESOLUTION NO. 3505

**RESOLUTION OF THE BOARD OF PORT COMMISSIONERS
OF THE VENTURA PORT DISTRICT ESTABLISHING THE
SALARY SCHEDULE FOR NON-REPRESENTED EMPLOYEES OF THE
DISTRICT FOR THE FISCAL YEAR 2024-2025**

WHEREAS, on June 21, 2023, the Board of Port Commissioners (the “Board”) passed, approved, and adopted at a regular meeting of the Board, Resolution No. 3481, wherein the Board established a salary schedule for non-represented employees for Fiscal Year 2023-2024.

WHEREAS, on February 21, 2024, the Board adopted Resolution No. 3494 to establish the salary schedule for the Accounting Technician II and Management Assistant positions effective January 1, 2024.

WHEREAS, the Board has determined that it is in the best interest of the District to amend the salary schedules to increase the bottom and the top of the salary ranges as shown below.

WHEREAS, as a result of such amendments, the Board finds it desirable and in the best interest of the District to rescind Resolution No. 3481 and 3494 and to adopt the revised Resolution No. 3505 in the manner set forth herein; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Port Commissioners of the Ventura Port District that the Salary Schedules set forth below shall become effective for the first full pay period in the new fiscal year, which is July 10, 2024:

Classification	Monthly Range
Accountant I	\$4,941 - \$6,916
Accountant II	\$5,490 - \$7,686
Accounting Manager*	\$7,572 - \$11,757
Accounting Technician I	\$4,152 - \$6,345
Accounting Technician II	\$4,567 - \$6,990

ATTACHMENT 8

Administrative Assistant/Clerk	\$4,883 - \$7,472
Business Operations Analyst I*	\$4,966 - \$7,062
Business Operations Analyst II*	\$5,628 - \$7,944
Business Operations Manager*	\$10,030 - \$13,062
Capital Projects Manager*	\$7,419 - \$11,136
Custodian	\$3,019 - \$4,622
Deputy General Manager*	\$12,405 - \$16,722
Executive Assistant/Senior Clerk*	\$5,737 - \$8,778
Facilities Manager*	\$6,946 - \$10,123
Landscaper	\$3,983 - \$6,099
Maintenance Lead Worker	\$4,629 - \$7,724
Maintenance Supervisor*	\$5,907 - \$9,042
Maintenance Technician I	\$4,629 - \$7,082
Maintenance Technician II	\$4,854 - \$7,724
Maintenance Worker I	\$3,322 - \$5,083
Maintenance Worker II	\$3,983 - \$6,099
Management Assistant	\$3,385 - \$5,178
Marina Manager*	\$5,846 - \$8,948
Marketing & Event Coordinator I	\$4,191 - \$5,557
Marketing & Event Coordinator II	\$4,608 - \$6,113
Marketing Manager*	\$6,802 - \$10,412
Senior Business Operations Manager*	\$11,783 - \$15,346

*Exempt Employee Status

Part-time & Temporary Employee	Hourly Range
Administrative/Marketing Services	\$15.45 - \$28.25

BE IT FURTHER RESOLVED that employees with an employment agreement including the General Manager shall have their salary established as described in the Human Resources Manual; and

BE IT FURTHER RESOLVED that all other rates of pay shall be confined to a Salary Resolution established by the Board and will be based on a range, and

BE IT FURTHER RESOLVED that merit increases shall be subject to the policy established in the Human Resources Manual. Individual increases shall be limited to the limits of the defined salary ranges; and

BE IT FURTHER RESOLVED that the District shall contribute a maximum of \$725.00 per month toward the employee's cost of health and dental insurance. The

ATTACHMENT 8

District's Optional Benefit Plan shall continue to be \$475.00 per month through December 2024. Effective January 2025 the District's Optional Benefit Plan shall be \$595.00 per month. Those employees who choose not to participate in the District's health and dental insurance plans will receive \$216.00 per month as additional salary.

BE IT FURTHER RESOLVED that on July 1, 2018, the District implemented an employee vision plan. The District shall contribute the monthly premiums for said vision plan for the employees and their dependents, as appropriate; and

BE IT FURTHER RESOLVED that each year during the budget process and at such other times as the Board of Port Commissioners shall determine in its discretion, the Board of Port Commissioners shall review the Salary Range Plan to ensure that the specified salary ranges are appropriate for identified positions given the duties and responsibilities of such positions.

PASSED, APPROVED and ADOPTED this 19th day of June 2024 at the regular meeting of the Board of Port Commissioners of the Ventura Port District, Resolution No. 3505 was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Michael Blumenberg, Chair

ATTEST:

Anthony Rainey, Secretary



**BOARD OF PORT COMMISSIONERS
JUNE 19, 2024**

**STANDARD AGENDA ITEM 5
APPROVAL OF CANCELLATION OF JULY
3, 2024 REGULAR PORT COMMISSION
MEETING**

**VENTURA PORT DISTRICT
BOARD COMMUNICATION**

STANDARD AGENDA ITEM 5
Meeting Date: June 19, 2024

TO: Board of Port Commissioners
FROM: Brian D. Pendleton, General Manager
Jessica Rauch, Clerk of the Board
SUBJECT: Approval of Cancellation of July 3, 2024 Regular Port Commission Meeting

RECOMMENDATION:

That the Board of Port Commissioners approve the cancellation of the July 3, 2024 meeting.

SUMMARY:

With the completion of three budget meetings in May and June, approval of the final FY24-25 budget, and lack of time sensitive items, staff is proposing the cancellation of the July 3, 2024 regular meeting.

GUIDING PRINCIPLES:

- 6) Provide exceptional public service and organizational transparency.

5-YEAR OBJECTIVES:

- E) Encourage public and civic engagement; maintain high levels of organizational transparency; and promote harbor-wide diversity, equity and inclusion through District policies, procedures and programs.

BACKGROUND:

Port Commission meetings can be cancelled from time to time due to lack of items, lack of quorum or Management conflicts.

FISCAL IMPACT:

None.

ATTACHMENT:

None.