

**PORT SAN LUIS HARBOR DISTRICT
CHIEF HARBOR PATROL OFFICER EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement"), between the Port San Luis Harbor District ("District"), and Matthew A. Ashton, Chief Harbor Patrol Officer, ("CHPO"), shall be effective as of March 1, 2017 ("Effective Date").

ARTICLE I - TERM OF EMPLOYMENT

Section 1.01 Grant and Acceptance of Employment/Term. The District hereby employs CHPO under the terms and conditions stated in this Agreement, and CHPO hereby accepts such employment beginning March 1, 2017, and continuing for a period of one (1) year, ending February 28, 2018, unless otherwise terminated prior thereto as provided in this Agreement ("Initial Term").

Section 1.02 Extension of Term. This Agreement shall automatically renew from year to year, for successive one (1) year terms ("Extended Term(s)") unless the Harbor Manager notifies the CHPO of the District's decision not to extend the term of this Agreement no later than 60 days prior to the end of the Initial or any Extended Term.

ARTICLE II - DUTIES OF MANAGER

Section 2.01 General Duties. Subject to Section 2.04 below, CHPO is employed to perform all duties for and on behalf of the District consistent with the job description of the Chief Harbor Patrol Officer, a copy of which is attached hereto as Exhibit A and incorporated herein by reference, and such other duties as the District, through the Harbor Manager, may direct from time to time.

Section 2.02 Scope of Employment. The CHPO agrees to devote all of CHPO's working time, ability and attention to the business of the District during the term of this Agreement. During the Initial and any Extended Term, CHPO shall not directly or indirectly render any services of a business or commercial nature to any other person or organization (other than public sector, marina, port or harbor associations or organizations approved by the Harbor Manager, whether for compensation or otherwise) without the prior approval and written consent of the District. The CHPO shall perform all services, acts or things necessary or advisable to manage and conduct the business of District, subject to the direction of the Harbor Manager and the policies set by the District from time to time.

Section 2.03 Work Schedule. The CHPO's work schedule (and working time) shall generally conform to that of other management employees of the District; however, it is recognized by both parties that the CHPO's work schedule will be somewhat variable, may be subject to Departmental needs for shift coverage, and may not always conform to a standard 40-hour workweek. The CHPO shall be required to work such additional hours as may be necessary to perform all of the duties of the CHPO including, but not

Manager shall review the annual goals and objectives set the prior year for CHPO's position and review CHPO's performance during that preceding year related thereto (the "CHPO's Annual Review"). The CHPO's Annual review will occur once for each year of this Agreement, on or near the anniversary date of this Agreement.

Section 3.04 Merit Increases. Based upon the results of the CHPO's Annual Review the Harbor Manager may in his or her sole discretion grant CHPO an increase in Base Salary as long as it is within the Salary range as approved by the Board. All other bonuses or increases in other benefits (as such benefits are provided for in Article IV of this Agreement - hereinafter, "Benefits") shall be approved by the Board of Commissioners. Any merit increase shall be subject to the Harbor Manager's discretion in determining whether Base Salary, a bonus or other increase in Benefits is warranted and appropriate based on CHPO's performance. Any bonus granted will be paid within a reasonable time after the decision to grant such increase. If the District elects to increase Benefits paid on behalf of the CHPO, the increase will be effective within a reasonable time after the District grants such increase, but if granted after January 1 of the effective year, increased Benefits shall be prorated, and not granted or paid retroactively.

Section 3.05 Compensatory Time Off (CTO). In the interest of reducing labor costs and at the discretion of the Harbor Manager, the CHPO may accrue CTO at the rate of 1.5 hours for every hour worked in excess of 40 hours in a workweek provided that CHPO requests CTO in lieu of overtime in writing, in substantively the form provided in Appendix 1. CTO shall not accrue until such written request is received by the Harbor Manager. The CHPO may bank up to 100 hours of this leave. The maximum bank of CTO shall be reduced by the amount of any paid overtime received. The value of this leave shall be paid to the CHPO at separation. CTO paid at termination shall be paid at the regular rate applicable at the time it is paid.

ARTICLE IV - BENEFITS

The Benefits provided below are all of the employee benefits to be given to CHPO and are in lieu of benefits provided to other employees, including any benefits deemed applicable to unrepresented or exempt employees, under the District Employee Personnel Policies, any collective bargaining agreement, any then current memorandum of understanding or other agreement except as specifically provided herein.

Section 4.01 Vacation. CHPO shall earn paid vacation leave according to the following schedule based on the number of months the CHPO has been employed by the District in any full time, benefitted position.

Months of Service	Hours per pay period	Hours per year
1-60	3.69	96
61-120	4.62	120
121-180	5.54	144
181+	6.16	160

Section 4.05 Health Plan. CHPO may participate in Health and Dependent Care flexible spending account programs in effect and generally available to other employees of the District. The District shall contribute flexible dollars and non-elective contributions towards CHPO's health insurance as described in the District's Section 125 Cafeteria Plan document. Total contributions (flexible dollars plus non-elective contributions) shall equal the lowest cost HMO health care plan less the following amounts on a monthly basis:

CHPO only:	\$0
CHPO plus one dependent:	\$61 per month
CHPO plus 2 or more dependents:	\$100 per month

The District shall also provide flexible dollars for the purchase of dental and vision insurance including insurance for the CHPO's spouse and eligible dependents.

If the CHPO provides the District with sufficient evidence of outside health insurance coverage that meets the District approval, the District shall add \$200 per month to the CHPO's base pay in lieu of providing health insurance coverage.

Section 4.06 Contributions for Life and Disability Insurance. District agrees to pay on CHPO's behalf, or for his benefit, the cost of term life and disability insurance as such insurance types and programs are offered through the District to all District employees, and provided, and only for so long as, such benefits are provided by the District to all other qualified District employees.

Section 4.07 Cell Phone Plan. The District shall reimburse CHPO in an amount not to exceed Fifty Dollars (\$50) per month for professional use of a personal cell phone. The District will reimburse the CHPO an additional Thirty Dollars (\$30) if the CHPO exceeds his normal data plan allowance, after review by the Harbor Manager.

Section 4.08 Education / Training The District encourages employees to improve their skills and knowledge. Consistent with the District's Personnel Policy Guide, Harbor Manager may approve education and training opportunities for CHPO and reimburse CHPO for "tuition, books, lab fees, and other mandatory fees levied by the educational institution".

Section 4.09 Other Benefits. Nothing in this Agreement shall preclude the District from providing to CHPO additional leave time or benefits; provided, the granting of such additional leave time or benefits is specifically approved with regard to CHPO and this Agreement is amended in writing based on such approval.

ARTICLE V - TERMINATION OF EMPLOYMENT

In addition to the expiration of this Agreement pursuant to Article I above, this Agreement may be terminated as follows:

"Good Reason" shall mean: (a) the District's failure to pay CHPO any amount or provide any benefit otherwise due hereunder or under any plan or policy of District, which failure is not cured within ten (10) days of receipt by District of written notice from CHPO which describes in reasonable detail the amount which is due; or (b) the Harbor Manager assigns or requires CHPO to perform duties or responsibilities substantially inconsistent with those of the CHPO, or which are unethical or violate any laws, which assignment or requirement is not cured by the District within fifteen (15) days of receipt by the District of written notice from CHPO describing in reasonable detail the assignment or requirement that violates this subsection (b). In the event of termination by CHPO for Good Reason, District agrees to pay CHPO the severance amount set forth in Section 5.07 below.

Section 5.06 Termination by CHPO without Good Reason. CHPO may terminate this Agreement at any time by giving at least thirty (30) days prior written notice to the District; however, CHPO shall not be entitled to the severance pay set forth in Section 5.07 if he terminates this Agreement without Good Reason.

Section 5.07 Severance. If, during any Term, CHPO's employment is terminated by Harbor Manager without Cause, as defined in Section 5.04, or by CHPO with Good Reason, as defined in Section 5.05, the District shall pay to CHPO in a lump sum at termination (less all applicable taxes, withholdings and payroll deductions) an amount equal to what would have been CHPO's Base Salary plus continuation of existing health insurance coverage through COBRA only [i.e., no Benefits other than the health insurance] for an additional number of months equal to the number of whole years the CHPO has been employed in any position in the District, up to a maximum of six (6) months, together with any vacation or other leave amounts accrued through the actual date of termination only. As a prior condition to CHPO receiving any severance payment hereunder, CHPO and the District shall execute a full mutual release of known and unknown claims against each other, their successors, affiliates, employees, agents, advisors and representatives, in mutually agreeable form and agree not to disparage the other party verbally or in writing.

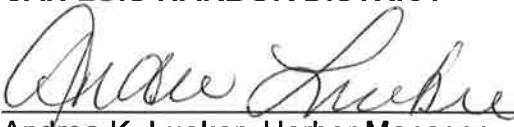
Section 5.08 Termination Obligations. CHPO agrees that all property including, without limitation, and whether tangible or intangible, badges, identification, peace officer protective gear, equipment, confidential or proprietary information, documents, records, notes, contracts, and computer-generated materials furnished to or prepared by CHPO incident to his employment belongs to District and shall be returned promptly to District upon termination of CHPO's employment. CHPO's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

Section 5.09 Suspension. The Harbor Manager may, in his or her sole discretion, suspend CHPO from duties, with or without pay, as necessary to conduct any investigation regarding CHPO's service to District or any of CHPO's other obligations under this Agreement. If the Harbor Manager suspends CHPO from duties without pay for more than five (5) days, and such suspension is not based on Cause as defined by Section 5.03, such suspension shall be grounds for CHPO to terminate this Agreement


or federal courts for the County of San Luis Obispo, State of California, and CHPO, as part of the consideration for the execution of this Agreement, hereby consents to the jurisdiction of any local, state or federal court situated within or for the County of San Luis Obispo, State of California.

Section 6.06 Death of CHPO. If CHPO dies prior to the expiration of the term of employment, any monies that may be due to CHPO from District under this Agreement as of the date of CHPO's death shall be paid to CHPO's executors, administrators, heirs, personal representatives, successors and assigns upon submission of legal documents confirming the right to such payment.

PORT SAN LUIS HARBOR DISTRICT

Date: 3/2, 2017 By: 
Andrea K. Lueker, Harbor Manager

CHIEF HARBOR PATROL OFFICER

Date: 3/2, 2017 By:  #100
Matthew A. Ashton, Chief Harbor Patrol Officer



Job Title:
Classification:
Supervisor:

Chief Harbor Patrol Officer
Non-Exempt, Unrepresented
Harbor Manager

Summary:

In line with the mission, goals, and strategic plan of the Harbor District, *to hold the waters and lands in trust for the public*, under the general direction and at the pleasure of the Harbor Manager, the Chief Harbor Patrol Officer supervises the public safety functions of the Port, leads and supervises the Harbor Patrol and Lifeguard departments, and volunteer camp and water hosts; develops and implements enforcement programs and procedures, provides landside and waterside patrol to the Port; assists in preparation and administration of division budget; and performs other duties as required.

Essential Duties and Responsibilities:

The Chief Harbor Patrol Officer (CHPO) is a uniformed, armed peace officer, fulfilling both field patrol and administrative functions. The following statements are intended to describe the general nature and level of work performed by the CHPO. They are not intended to be an exhaustive list of all responsibilities, duties and skills required:

1. Plans, schedules, organizes, assigns, trains, certifies, and otherwise supervises the Harbor Patrol, Lifeguard and volunteer camp and water host operations of the Port.
 - a) Obtains and maintains all necessary certifications and training to cover shifts and work effectively in the field alone or with another officer for the purposes of marine and peace officer patrol and public safety;
 - b) supervises the patrol of land and water areas of the District;
 - c) develops unit budget and procedure manuals, and maintains adequate supplies;
 - d) reviews reports and documents completed by Patrol Officers and assures their accuracy and completeness;
 - e) maintains accurate and complete logs of patrol activities, writes comprehensive reports regarding incidents and activities within areas of responsibility;
 - f) develops and implements rules, regulations and laws applicable to the Port and its users;
 - g) supervises crime prevention program, informing patrons and tenants of methods of protecting their property;
 - h) oversees the distribution of boaters' safety information and safety checks of vessels when moored or anchored;
 - i) assists distressed vessels when requested and consistent with District policy; and
 - j) acts in emergency situations including fires, hazardous material spills, and rescues by applying knowledge, skills, and equipment available.

Desirable Skills, Knowledge, Abilities & Talents:

Knowledge of:

1. Theory, principles, practices and techniques of public safety administration, including budgeting, purchasing and the maintenance of public records, criminal justice, modern patrol techniques, and crime prevention.
2. Principles and practices of effective management and supervision.
3. Effective community and public relations methods and practices.
4. Business writing and oral presentation.

Ability to:

1. Perform vessel operations, vehicle operations, peace officer duties and patrol functions, render first aid and comply with training standards for such activities as outlined in current Harbor Patrol Department Standard Operating Procedures.
2. Plan and direct the activities and personnel of a small, multi-purpose public safety department.
3. Analyze and make sound recommendations on complex management and public safety issues.
4. Understand, interpret, explain and apply relevant city, state and federal laws, codes, ordinances and regulations.
5. Present written and oral reports, information, proposals and recommendations clearly and persuasively.
6. Represent the District effectively in negotiations.
7. Establish and maintain effective relationships with elected officials, other managers, labor organizations and their representatives, officials of other governmental agencies, community and business organizations, the media, employees and the public.
8. Exercise sound, expert independent judgment within general policy guidelines.
9. Exercise tact and diplomacy in dealing with sensitive, complex and often confidential issues and situations.
10. Maintain behavior, both on duty and off, which does not bring discredit to the District, or diminish the employee's effectiveness in performing his or her assigned duties.
11. Proficient in word processing, spreadsheet software, and personal computer hardware. Utilize spreadsheets, word processing and other software on a personal computer to develop comprehensive reports on Harbor operations.
12. Willingness to work with people from all walks of life, recognizing the talents they provide the organization.
13. Work nights, weekends and holidays on occasion. Work extended shifts in emergency situations. Carry and use, on and off duty, a cell phone and/or radio.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Will work in an office with computers and office equipment; will work outside in changing and inclement weather conditions; will work on vessels in the ocean; will travel from place to place throughout the District to perform public safety duties. Exposure each shift to unpleasant elements such as: dust, fumes and odors, dampness, raw or treated sewage, or high noise levels within regulatory standards and limits.

Acknowledgement:

I acknowledge that I have read the job description and requirements for the Chief Harbor Patrol Officer position and certify that I can perform these essential functions.

Employee's Name _____

Applicant/Employee Signature _____

_____ Date

Supervisor's Signature _____

Management has the right to add or change these duties of the position at any time.