Written materials relating to an item on this agenda that are distributed to the legislative bodies within 72 hours before the item is to be considered at its regularly scheduled meeting will be made available for public inspection at the Library, 251 South "A" Street and the City Clerk's Office, 300 West Third Street 4th Floor during customary business hours. Any materials to be presented at this meeting will be made available electronically 24 hours prior to the meeting, at the end of this agenda. The agenda reports are on the City of Oxnard web site at www.oxnard.org.

CITY OF OXNARD CALIFORNIA

AGENDA
OXNARD CITY COUNCIL
OXNARD COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY
OXNARD FINANCING AUTHORITY
OXNARD HOUSING AUTHORITY

Council Chambers, 305 West Third Street
September 13, 2016
Regular Meeting - 6:00 PM
Closed Session - (4:30 PM)
Appointment Item - (5:00 PM)

A. ROLL CALL/POSTING OF AGENDA

THE FOLLOWING LEGISLATIVE BODIES ARE MEETING:

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

At this time, a person may address the legislative body only on matters appearing on the closed session agenda. The presiding officer shall limit public comments to three minutes

C. CLOSED SESSION

1. Conference with Legal Counsel - Existing Litigation.

CC (Government Code section 54956.9 (d)(1))
Name of case: Yolette Peinado v. City of Oxnard
Ventura County Superior Court Case No. 56-2015-00468944-CU-PO-VTA

The City Attorney requested that this item be discussed in closed session under the Brown Act authorization for the City Council to confer with its legal counsel regarding pending litigation.

D. APPPOINTMENT ITEMS

1. SUBJECT: Amendment to Audit Services with Eadie & Payne, LLC
RECOMMENDATION: That City Council approve and authorize the Mayor to execute:

1. Third Amendment of the Agreement for Accounting Services with Eadie & Payne, LLP in the amount of $286,695 for a total not to exceed $896,370 for the three (3) year external audit services contract.

2. Engagement letter with Eadie & Payne, LLC

3. An appropriation of $193,920 from the General Fund reserves.

Legislative Body: CC Contact: Maria A. Hurtado Phone: 385-7430

E. OPENING CEREMONIES

Pledge of allegiance to the flag of the United States

F. CEREMONIAL CALENDAR

1. SUBJECT: Presentation of Donation from Pangasinan Association of Ventura County to Improve Bus Stops/Shelters in Oxnard.

2. SUBJECT: Presentation of a Proclamation Designating September 13, 2016 as "Coastal Clean-Up".

G. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

At this time, the legislative body will consider public comments for a maximum of thirty minutes. A person may address the legislative body only on matters not appearing on the agenda and within the subject matter jurisdiction of the legislative body. A person not able to address the legislative body at this time because the thirty minutes expires may do so just prior to adjournment of the meeting. The legislative body cannot enter into a detailed discussion or take any action on any items presented during public comments at this time. Such items may only be referred to the City Manager/ Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion. Persons wishing to speak on public hearing items should do so at the time of the hearing. The presiding officer shall limit public comments to three minutes.

H. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager/Executive Director/Secretary shall report on items of interest to the legislative body occurring since the last meeting. The legislative body cannot enter into detailed discussion or take action on any item presented during this report. Such items may only be referred to the City Manager/Executive Director/Secretary for administrative action or scheduled on a subsequent agenda for discussion.

I. CITY COUNCIL/HOUSING AUTHORITY/SUCCESSOR AGENCY/FINANCING AUTHORITY BUSINESS/COMMITTEE REPORTS

J. REVIEW OF INFORMATION/CONSENT AGENDA

The members of the legislative body will consider whether to remove Information/Consent Agenda items for discussion later during the meeting.

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

At this time, a person may address the legislative body only on matters appearing on the information/consent agenda. The presiding officer shall limit public comments to three minutes.

L. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Council Minutes of June 14, 2016 and Special Council Minutes of June 13, 14, 15, 20 and 21, 2016
RECOMMENDATION: Approve Regular Council Minutes of June 14, 2016 and Special Council Minutes of June 13, 14, 15, 20 and 21, 2016.
Legislative Body: CC Contact: Daniel Martinez Phone: 385-7803

City Manager Department

2. SUBJECT: Agreements for City Council Review
RECOMMENDATION: That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list:

L. N. Curtis & Sons for purchase of 120 pairs of wildland boots ($29,452)
Berry General Engineering for Change Order #2 due to a reduction in the contract ($71,099)

A complete explanation of the agreement and funding sources are attached.
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

M. PUBLIC HEARINGS

Development Services Department

1. SUBJECT: Ordinance Adding Chapter 14, Article XXV to the Oxnard City Code to Establish an Expedited Permit Process for Electric Vehicle Charging Stations. (5/15/10)
RECOMMENDATION: Approve the first reading by title only and subsequent adoption of an ordinance adding Article XXV to Chapter 14 (Building Regulations) of the Oxnard City Code to establish an expedited permitting process for Electric Vehicle Charging Stations and determine that this project is exempt from the California Environmental Quality Act, pursuant to Section 15061(b)(3).
Legislative Body: CC Contact: Ashley Golden Phone: 385-7882

Housing Department

2. SUBJECT: Public Hearing on Issuance of Multifamily Housing Revenue Bonds for Vista Pacifica (5/5/10)
RECOMMENDATION: That the City Council:

1. Hold a public hearing regarding the issuance of up to $15,000,000 of multifamily housing revenue bonds by the California Municipal Finance Authority to finance the acquisition and construction of Vista Pacifica (also known as Ormond Beach Villas), a 40-unit multifamily

rental housing development located at 5527 and 5557 Saviers Road, Oxnard; and

2. Adopt a resolution approving the issuance of bonds.

3. Approve the attached Budget Appropriation for the issuance fees.
Legislative Body: CC Contact: Arturo Casillas Phone: 385-8094

N. REPORTS

City Manager Department

1. SUBJECT: Adoption of (I) Successor Memoranda of Understanding Between the City of Oxnard and (A) Service Employees International Union, Local 721, (B) Oxnard Peace Officers Association, (C) the International Association of Fire Fighters, Local 1684, and (D) Oxnard Public Safety Management Association – Police Unit and (II) a Resolution Approving Paying and Reporting the Value of the Employer Paid Member Contribution to CalPERS for Employees in the Bargaining Units Covered by the Successor Memoranda of Understanding (5/30/35)
RECOMMENDATION: That City Council
Adopt by resolution the attached successor memoranda of understanding (MOU) with the following bargaining units:
Service Employees International Union, Local 721 (“SEIU”)
Oxnard Peace Officers Association (“OPOA”)
International Association of Fire Fighters, Local 1684 (“IAFF”)
Oxnard Public Safety Managers Association – Police Union (“OPSMA-Police”)
Adopt a resolution to approve paying and reporting the value of employer paid member contributions for employees in the bargaining units represented by SEIU, OPOA, IAFF and OPSMA-Police
Legislative Body: CC Contact: Greg Nyhoff Phone: 385-7430

Police Department

2. SUBJECT: Amendment to Taser Agreement (5/10/10)
RECOMMENDATION: That City Council approve and authorize the Mayor to execute a five-year Amendment to contract number A-7858 with TASER International, Inc. which was approved by the City Council on March 22, 2016. The Amendment will add one hundred (100) cameras for the purchase, implementation, and the additional annual licensing agreements in the amount of approximately $729,808.27. The original Agreement amount was $375,608.65 and the Amendment will adjust the total Agreement amount to $1,105,416.92 over five years.
Legislative Body: CC Contact: Jeri Williams Phone: 385-7624

O. PUBLIC COMMENTS ON REPORTS

At this time, a person may address the legislative body only on matters appearing on the reports. The presiding officer shall permit a person to address the legislative body after the staff presentation on the report and before the consideration of the report by the legislative body. The presiding officer shall limit public comments to three minutes.

P. PUBLIC COMMENTS ON STUDY SESSION

At this time, a person may address the legislative body only on matters appearing on the study session agenda. The presiding officer shall permit a person to address the legislative body after the staff presentation on the item and before the consideration of the item by the legislative body. The presiding officer shall limit public comments to three minutes.

Q. STUDY SESSION

R. ADJOURNMENT

CITY OF OXNARD CALIFORNIA — **CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 1**

DATE: September 13, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Maria Hurtado
Assistant City Manager

SUBJECT: Amendment to Audit Services with Eadie & Payne, LLC

CONTACT: Maria Hurtado, Assistant City Manager
Maria.Hurtado@oxnard.org, 385-7430

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute:

1. Third Amendment of the Agreement for Accounting Services with Eadie & Payne, LLP in the amount of $286,695 for a total not to exceed $896,370 for the three (3) year external audit services contract.

2. Engagement letter with Eadie & Payne, LLC

3. An appropriation of $193,920 from the General Fund reserves.

BACKGROUND

In September 2015, the City entered into a three year agreement with Eadie & Payne, in the amount of $317,175 to provide auditing services. The initial intent was to expend 1/3 of the total amount per year over the 3 year period. However, as a result of the initial audit findings, the lack of internal control and the need for the auditors to provide more assistance than originally anticipated, in January 2016, Council approved a first amendment in the amount of $98,500 and in February 2016, a second amendment in the amount of $194,000 for a total agreement amount of $609,675. The 2015 audit cost the City $393,825, leaving a balance of $215,850 in the contract.

Staff is requesting a third amendment to Eadie and Payne's 3 year agreement in the amount of $286,695 for a total not to exceed amount of $896,370 for the three year period. This total amount is anticipated to pay for the 2016 and 2017 audits. It is anticipated that the 2016 audit will cost the City $393,920, leaving a balance of $108,625 for the completion of the 2017 audit.

Attached is the engagement letter and breakdown of professional fees by service for Eadie & Payne, LLP to provide external audit services to the City for the year ended June 30, 2016 in the amount of $393,920 which would bring the total three (3) year contract for auditing services to $896,370 which requires an amendment to the contract of $286,695. The difference between the engagement letter of $393,920 and the amendment of $286,695 is the contract appropriation approved for fiscal year 2015/16 of $107,225. Below is a comparison of fiscal year 2014/15 and 2015/16 fees. The fee schedule represents a .02% increase from the prior fiscal year.

	2014/15 FEES		2015/16 FEES			
Description	Hours	Dollars	Hours	Dollars	Increase/Decrease	Percentage/ Change
City Audit	1,804	$ 239,545	1,640	$ 216,480	$ (23,065)	-10%
Single Audit	123	10,750	200	26,400	15,650	146%
SCO Report	100	10,500	130	17,160	6,660	63%
Streets Report	30	1,500	53	7,000	5,500	367%
CAFR Preparation	145	20,000	260	34,320	14,320	72%
GANN Agreed Upon Procedures	5	530	10	1,320	790	149%
Assistance for GASB 68	100	10,000	120	15,840	5,840	58%
Riverpark JPA Audit	20	2,000	30	3,960	1,960	98%
Meetings with Management	170	28,000	68	8,980	(19,020)	-68%
Meetings with Council & FPTF	120	20,000	208	27,460	7,460	37%
High Tide & Green Grass Audit	80	8,000	-	-	(8,000)	-100%
Bank Reconciliation Review	156	20,500	-	-	(20,500)	-100%
Trial Balance Roll-forward	138	22,500	-	-	(22,500)	-100%
Out of Pocket Costs	-	-	-	35,000	35,000	100%
TOTAL FEES	2,991	393,825	2,719	393,920	95	0.02%
Blended rate		$ 132		$ 132		

The increased cost of the audit continues to represent the condition of the City's financial records and lack of internal controls. As in fiscal year 2014/15, the auditors are required to spend more time gathering and analyzing data because reliable data is not easily accessible. Where Eadie & Payne cannot rely on internal controls, they are required to apply more procedures to verify the information provided to them. In addition, the total cost of the services includes non-audit services including the preparation of the CAFR, GASB 68 and State Controller's Report.

The increase/decrease of each associated fee is detailed below:

City Audit -10% decrease (-$23,065)
Eadie & Payne's audit of the City still requires them to perform alternative audit procedures due to the conditions of the City's financial records; however the decrease is the result of applying fewer procedures to the beginning balance when compared to the fiscal year 2014/15 audit.

Single Audit - 146% increase (+$15,650)
For fiscal year 2015/16, Uniform Guidance issued by the Office of Management and Budget requires Eadie & Payne, LLP to apply different procedures. In addition, because of numerous internal control deficiencies, the City can no longer be considered a low-risk auditee which means more procedures are required.

State Controller's Report - 63% increase (+$6,660)
The increased fee is the result of resolving differences between the State Controller's Report and the Comprehensive Annual Financial Report (CAFR) as a result of significant prior period adjustments and other audit findings.

Streets Report - 367% increase (+$5,500)
The increased fee is the result of resolving the differences between the Streets Report and the Comprehensive Annual Financial Report (CAFR) as a result of significant prior period adjustments and other audit findings.

CAFR Preparation - 72% increase (+$14,320)
Increase is based on actual time spent last fiscal year less a reduction. For fiscal year 2014/15, Eadie & Payne spent approximately 500 hours but only billed the City for 145 hours. The new proposal is for 260 hours.

GANN Agreed Upon Procedures - 149% increase (+$790)
The City should perform this calculation in advance of each budget year. This proposal covers two fiscal years in order for the City to catchup.

Assistance for GASB 68 - 58% increase (+$5,840)
Increase is based on actual time spent last fiscal year less a reduction. For fiscal year 2014/15, Eadie & Payne spent approximately 200 hours but only billed the City for 100 hours. The new proposal is for 120 hours.

Riverpark JPA - 98% increase (+$1,960)
Increase is based on actual time spent last fiscal year.

Meetings with Management -68%- decrease (-$19,020)
Decrease is the result from changing auditor/staff meetings from weekly meetings to bi-weekly meetings during audit field work.

Meeting with Council & FPTF.- 37% increase (+$7,460)
Increase is based on actual time spent last year.

High Tide & Green Grass Audit - 100% decrease (-$8,000)
No longer necessary. Determined that Internal Audit Program would be more effective.

Bank Reconciliation Review - 100% decrease (-$20,500)
No longer required.

Trail Balance Roll-forward -100% decrease (-$22,500)
No longer required.

Out of Pocket Costs 100% increase (+35,000)
Additional charge built into the fees for services not to exceed $35,000. Out of pocket fees consist of items such as hotel, meals, postage, travel, telephone, etc. In fiscal year 2014/15, Eadie & Payne spent approximately $40,000 but did not bill to the City.

STRATEGIC PRIORITIES

This agenda item is a routine operational item and does not relate to the four strategic plans adopted by City Council on May 17, 2016.

FINANCIAL IMPACT

Approval of staff recommendations will result in authorization of increased spending for the amendment to the audit services contract of $193,920, and will be funded as follows: $193,920 appropriated from General Fund Reserves (to 101-1601-801-8203) and $200,000 from available FY2016-2017 budgeted funds in the General Fund (101-1601-801-8203). Funding of year three will be included in the FY2017-18 Recommended Budget.

ATTACHMENTS:

Attachment A: Engagement Letter

Attachment B: Third Amendment to Agreement A-7819 with Eadie and Payne

Attachment C Budget Appropriation

EADIE + PAYNE LLP

expect quality.

CERTIFIED PUBLIC ACCOUNTANTS & BUSINESS ADVISORS

August 11, 2016

Honorable Members of the City Council
City of Oxnard
300 W. Third
Oxnard, CA 93030

Dear Council Members:

We are pleased to confirm our understanding of the services we are to provide to the City of Oxnard for the year ended June 30, 2016. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Oxnard as of and for the year ended on June 30, 2016. Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement City of Oxnard's basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to City of Oxnard's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 our audit of the basic financial statements. We will 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. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis;
2. General Fund budgetary comparison schedule;
3. Schedules of changes in net pension liability and related ratios;
4. Schedule of proportionate share of net pension liability and related ratios;
5. Schedules of plan contributions; and,
6. Schedule of funding progress for OPEB plan.

Redlands Office 1839 W. Redlands Blvd., Redlands, CA 92373 T. (909) 793-2406 F. (909) 792-3516
Ontario Office 4200 Concours, Suite 360, Ontario, CA 91764 T. (909) 466-5252 F. (909) 466-5250
www.eadiepaynellp.com

We have also been engaged to report on supplementary information other than RSI that accompanies the City of Oxnard's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements or in a report combined with our auditor's report on the financial statements:

1. Individual and combining fund financial statements; and
2. Schedule of expenditures of federal awards.

The following additional information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1. Introductory section; and
2. Statistical section.

We will also audit the financial statements, including the related notes to the financial statements, of the Riverpark Reclamation and Recharge Joint Powers Authority as of and for the year ended on June 30, 2016.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on --

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance.

The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of the accounting records of City of Oxnard, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Council of City of Oxnard. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under professional standards and *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Oxnard's compliance with provisions of applicable laws, regulations, contracts, agreements and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *Uniform Guidance Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Oxnard's major programs. The purpose of these procedures will be to express an opinion on City of Oxnard's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the basic financial statements, required supplementary information, combining and individual fund financial statements, schedule of expenditures of federal awards, and related notes of City of Oxnard in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. We will also provide assistance in continuing the implementation of GASB 68. We will also assist in preparing the annual street report and financial transactions report required by the State Controller's Office for the City of Oxnard and City of Oxnard Financing Authority.

We will perform agreed-upon procedures as described in the attached schedule (Attachment A) in connection with the Appropriation Limit Worksheet of the City of Oxnard for the year ended June 30, 2016 and 2017.

Our engagement to apply agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in the report. Consequently, we make no representation regarding the sufficiency of the procedures described in the attached schedule either for the purpose for which this report has been requested or for any other purpose. If, for any reason, we are unable to complete the procedures, we will describe any restrictions on the performance of the procedures in our report, or will not issue a report as a result of this engagement.

Because the agreed-upon procedures listed in the attached schedule does not constitute an examination, we will not express an opinion. We will report only our procedures and our findings. In addition, we have no obligation to perform any procedures beyond those listed in the attached schedule.

We will prepare progress reports and make a presentation to the City Council and Fiscal Policy Task Force as requested by City management in order to communicate significant findings and recommendations during the audit. We will also meet with the Oxnard team on a regular basis to assist the City to identify any significant issues and find solutions to challenges encountered during the audit.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date of the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishment and maintenance of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, or attestation engagements performance audits or studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Audit Administration, Fees, and Other

Eadie and Payne, LLP meets the independence requirements contained in the *Government Auditing Standards*, issued by the Comptroller General of the United States, and Rules 101 and 102 of the American Institute of CPAs Code of Professional Conduct with respect to the audit of the City of Oxnard for the year ended June 30, 2016.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit report period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to City of Oxnard; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, we understand that copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eadie and Payne, LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to an oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eadie and Payne, LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period required by law or regulation. If we are aware that an awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Based on our discussions, we expect to begin interim fieldwork at a mutually convenient date; we expect to begin our audit and other services on approximately September 12, 2016, and issue our reports no later than March 31, 2017. Eden Casareno is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter or comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2013 peer review accompanies this letter (Attachment C).

Our fees for these services will be $358,920 plus out-of-pocket costs (such as hotel, meals, postage, travel, telephone, etc.). Please refer to Attachment B for the breakdown of fees. Our hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. A late charge of one percent per month will be assessed on all balances remaining unpaid after thirty days. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. If other services are determined to be necessary by City personnel, we will perform these services to the extent and cost agreed to mutually. If the state of California or other governmental entity imposes a tax on accounting services, this tax will be in addition to our regular fee. You will be responsible for any such tax.

Payments for services are due when rendered, and interim billings may be submitted as work progresses and expenses are incurred. Billings become delinquent if not paid within 30 days of the invoice date. If billings are not paid within 45 days of the invoice date, at our election, we will stop all work until your account is brought current, or we will withdraw from this engagement. You acknowledge and agree that we are not required to continue work in the event of your failure to pay on a timely basis for services rendered as required by this engagement letter. You further acknowledge and agree that in the event we stop work or withdraw from this engagement as a result of your failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to you for any damages that occur as a result of our ceasing to render services.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Rules for Professional Accounting and Related Services Disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties. Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of American Arbitration Association. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the City of Oxnard and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign one copy and return it to us.

Very truly yours,

EADIE AND PAYNE, LLP

Eden C Casareno

Eden C. Casareno

Accepted by the City of Oxnard

Signature:______________________________

Title:__________________________________

Date:__________________________________

Attachments:
- Attachment A - Agreed-Upon Procedures
- Attachment B - City of Oxnard - 2016 Audit and Other Services - Breakdown of Professional Fees by Service
- Attachment C - Peer Review Letter

ATTACHMENT A
AGREED-UPON PROCEDURES

Appropriation Limit Worksheet of the City of Oxnard for the year ended June 30, 2016 and 2017

1. We will obtain the completed worksheets (or other alternative computations), and compare the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We will also compare the population and inflation options included in the aforementioned worksheets to those that were selected by a recorded vote of the City Council.

2. For the Appropriations Limit worksheet we will add line A, last year's limit, to line E, total adjustments, and agree the resulting amount to line F, this year's limit.

3. We will compare the current year information presented in the Appropriation Limit worksheet to the other worksheets described in No. 1 above.

4. We will compare the prior year appropriations limit presented in the Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

ATTACHMENT B

CITY OF OXNARD - 2016 AUDIT AND OTHER SERVICES

Breakdown of Professional Fees by Service

DESCRIPTION	Hours	Dollars
City Audit	1,640	$ 216,480
Single Audit	200	26,400
SCO Report	130	17,160
Streets Report	53	7,000
CAFR Preparation	260	34,320
GANN Agreed-Upon Procedures	10	1,320
Assistance for GASB 68 Implementation	120	15,840
Riverpark JPA Audit	30	3,960
Meetings with Management	68	8,980
Meetings with Council & FPTF	208	27,460
TOTAL COST OF SERVICES	**2,719**	**$ 358,920**
Blended rate		$ 132

ATTACHMENT C

P&N Postlethwaite & Netterville

A Professional Accounting Corporation
Associated Offices in Principal Cities of the United States
www.pncpa.com

System Review Report

To the Partners of Eadie & Payne, LLP
& the California Society of CPAs Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP (the firm) in effect for the year ended April 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards;* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Eadie & Payne, LLP, in effect for the year ended April 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass, pass with deficiency(ies)* or *fail*. Eadie & Payne, LLP has received a rating of *pass*.

Postlethwaite & Netterville

Donaldsonville, Louisiana
August 7, 2013

215 St. Patrick St. • P.O. Box 1190 • Donaldsonville, LA 70346 • Tel: 225.473.4179 • Fax: 225.473.7204

Agreement No. A-7819

THIRD AMENDMENT TO AGREEMENT FOR ACCOUNTING SERVICES

This Third Amendment ("Third Amendment") to the Agreement for Accounting Services ("Agreement") is made and entered into in the County of Ventura, State of California, this 13th day of September 2016, by and between the City of Oxnard, a municipal corporation ("City"), and Eadie & Payne, LLP ("Consultant"). This Amendment amends the Agreement entered into on September 1, 2015 and as amended by the First Amendment entered into on January 11, 2016 and Second Amendment entered into on February 23, 2016, by City and Consultant.

City and Consultant agree as follows:

1. In Section 14 (a) of the Agreement, the figure $609,675 is deleted and replaced with the figure $896,370.

2. In section 14 (a) of the Agreement, City agrees to pay Consultant in an amount not to exceed $35,000 for out-of-pocket expenses such as hotel, meals, postage, travel, telephone, etc, for services provided under this Agreement at rates provided in Exhibit B attached hereto and incorporated by this reference in full herein."

3. In Section 8 of the Agreement, Exhibit B is supplemented with Exhibit B-1

4. As so amended, the Agreement remains in full force and effect.

CITY OF OXNARD	CONSULTANT
______________________________	______________________________
Tim Flynn, Mayor	Eden Casareno, Partner

ATTEST:

____

Daniel Martinez, City Clerk

APPROVED AS TO FORM:	APPROVED AS TO INSURANCE:
______________________________	______________________________
Stephen M. Fischer, City Attorney	Risk Manager

APPROVED AS TO CONTENT:

Maria Hurtado, Interim Chief Financial Officer

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

EXHIBIT B-1
SCHEDULE OF SERVICES

1. Description	Scheduled
Street Report (1 week)	September 26 – 30, 2016
City Audit (10 weeks)	October 17 – December 31, 2016
CAFR Preparation (3 weeks)	January 2 – 20, 2017
Single Audit (2 weeks)	January 2 - 13, 2017
SCO Report (2 weeks)	January 13 – 27, 2017
REPORT ISSUANCE DATE	January 31, 2017

REQUEST FOR BUDGET APPROPRIATION

Department: Finance

Date: September 6, 2016

Project/Program Manager: Maria A. Hurtado

Phone: (805) 385-7478

Reason for Appropriation:

To appropriate $193,920 from General Fund reserves to fund the third amendment (A-7819) with Eadie & Payne, LLP for audit services

Accounts and Descriptions		**AMOUNT**
Fund: GENERAL FUND (101)		
Expenditures/Transfers Out		
GENERAL ACCOUNTING (1601)		
101-1601-801.82-03	CONTRACTS & SERVICES / SERVICES - AUDIT	193,920
	Sub-total Expenditures	193,920
	Net Change to Fund Balance	**(193,920)**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 1**

DATE: September 13, 2016

TO: City Council

FROM: Daniel Martinez
City Clerk

Daniel Martinez

SUBJECT: Council Minutes of June 14, 2016 and Special Council Minutes of June 13, 14, 15, 20 and 21, 2016

CONTACT: Daniel Martinez, City Clerk
Daniel.Martinez@oxnard.org, 385-7803

RECOMMENDATION:

Approve Regular Council Minutes of June 14, 2016 and Special Council Minutes of June 13, 14, 15, 20 and 21, 2016.

STRATEGIC PRIORITIES

This agenda item is a routine operational item that does not directly relate to the four strategic plans adopted by City Council on May 17, 2016. This agenda item does provide transparency of Council meetings to the public.

FINANCIAL IMPACT

None.

ATTACHMENTS:

Attachment A cc160614

Attachment B cc160613.spl

Attachment C cc160614.spl

Attachment D cc160615.spl

Attachment E cc160620.spl

Attachment F cc160621.spl

MINUTES

OXNARD CITY COUNCIL
Regular Meeting
June 14, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:07 p.m., the regular meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Oxnard Housing Authority. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager and Jefferson Billingsley, Assistant City Attorney.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Jeri Williams, Police Chief; Arturo Castillo, Housing Director; Ashley Golden, Development Services Director; Eric Sonstegard, Assistant Police Chief and Terrel Harrison, Interim Community Services Manager.

C. APPOINTMENT ITEM

1. SUBJECT: Ventura County Transportation Commission/Ventura County Local Transportation Authority Transportation Investment/Expenditure Plan. (20/40)
   RECOMMENDATION: That City Council adopt **Resolution No. 14,935** approving the Ventura County Transportation Commission (VCTC) Transportation Investment/Expenditure Plan ("The Plan") for placing a ½ cent Countywide Transportation Sales Tax Measure on the November 8, 2016 general election ballot.
   DISCUSSION: Darren M. Kettle, Ventura County Transportation Commission (Executive Director) reviewed the proposed Countywide Transportation Sales tax measure "to fund" construction of Countywide roads, local community roads, bus transit, bicycling & pedestrian improvements, restoration of land and metro-link service.

   Public comments received from: Daniel Chavez and George Miller.

   The City Council discussed: affordable transportation; proposed transportation projects; funding issues; improve transportation infrastructure and community input.

   ACTION: Approved as recommended Resolution No. 14,935 (MacDonald/Ramirez). Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

RECESS

At 6:04 p.m., the City Council recessed and at 6:14 p.m., the City Council reconvened.

D. CEREMONIAL CALENDAR

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comments were received from: Daniel Chavez (Police & Fire Department funding); Martin Glatt (Channel Islands Harbor patrol); Jerry Lucero (Rio Lindo school); Steve Silver (Police funding); Brian McCarty (Police response to local break-in); Ken Tougas (Police Department service); Mike Johnson (employee staffing level); Edgar Fernandez (support of public safety); Daniel Manhmias (public safety employees, lifeguards north of Ventura); Carin Wofford (senior housing, Sycamore Apartments); Inez Tuttle (support of Police employees); Aaron Starr (certification of initiative) Sal Fuentes (Heritage Square activities, support of City employees); Daniel Kalbacker (support of Police Department); Larry Stein (2016-17 budget being available); Amanda Fegan, Naval Base Ventura County (placement of guard rail on Channel Islands Road between Paterson to Ventura Road); George Miller (lack of budget details); Manuel Cano (support of Police & Fire Departments); Jeff Donabedian (City finances) and Nancy Pedersen (appeal of proposed Gateway apartment).

RECESS

At 7:04 p.m., the City Council recessed and at 7:12 p.m., the City Council reconvened.

F. REPORT OF CITY MANAGER/EXECUTIVE DIRECTOR/SECRETARY

The City Manager reported the Comprehensive Annual Financial Report and City budget would be presented to the City Council on June 21, 2016, “initiative” was also planned to be presented at the June 21, 2016 meeting, the accomplishments of public safety employees and current negotiations.

G. CITY COUNCIL BUSINESS/COMMITTEE REPORTS

The City Council discussed upcoming budget discussions, animal safety control; providing agenda information to the community and the important services provided by public safety employees.

The City Council concurred to remove L-2 from the agenda.

H. REPORTS

Cultural and Community Affairs Department

1. SUBJECT: Partnership Agreement and Memorandum of Understanding (MOU) of the Hueneme Elementary School District (HESD) and the City of Oxnard to Operate a State of California After School Education and Safety (ASES) Program in FY 2016-17 and FY 2017-18.
RECOMMENDATION: Approve and authorize the Mayor to execute the Partnership Agreement (A-7876) and a Memorandum of Understanding (A-7879) with the Hueneme Elementary School District (HESD) for the City of Oxnard to receive the total amount of $1,684,584, to provide services under the California After School Education and Safety (ASES) at ten (10) HESD schools during FY 16-17 and FY 17-18.
DISCUSSION: The Interim Community Services Manager commented on the After School Program including providing youth employment, providing training and enrichment activities, funding source and funding by City.

Raven Aipa, Hueneme School District and Ginger Shea, Oxnard School District, reviewed funding and the afterschool program of services, goals and programs which included reading, math, cooking, arts (dancing & singing) and public speaking activities.

Public comments received from: Inez Tuttle and Daniel Chavez.

The City Council discussed: funding level of the City; goals of the program and the need for long-range tracking (of high school and college graduates) and food provided to students.

ACTION: Approved as recommended. (MacDonald/Perello). Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

2. SUBJECT: Agreement with the Oxnard School District to Receive Grant Funds from the State After School Education and Safety Grant to Operate the Oxnard Scholars After School Program in FY 2016-2017. (10/15)
RECOMMENDATION: Approve and authorize the Mayor to execute an agreement with the Oxnard School District (OSD) (A-7883) for the City to receive an amount not to exceed $2,000,000, to provide after school services as part of the California Department of Education's After School Education and Safety (ASES) Program at OSD 20 schools during FY 2016-2017.

ACTION: Approved as recommended (MacDonald/Perello) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

I. PUBLIC COMMENTS ON REPORTS

J. REVIEW OF INFORMATION/CONSENT AGENDA

Public comments received from: Housing Director (L-5) and Police Chief and Assistant Police Chief (L-6).

K. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Greg Runyon (L-6); Al Velasquez (L-6) and Inez Tuttle (L-6).

L. INFORMATION CONSENT AGENDA

City Clerk Department

1. SUBJECT: Approve Minutes of the Regular Meetings of the Oxnard City Council for April 26 and May 3, 2016; and Minutes of the Special Meeting of the Oxnard City Council for May 2, 2016.
RECOMMENDATION: Approve.

2. SUBJECT: Agreements for City Council Review
RECOMMENDATION: Removed from agenda.

3. SUBJECT: Transportation Development Act Special Budget Appropriation
   RECOMMENDATION: Approve a special budget appropriation in the amount of $356,327 to implement recommendations of the TDA Audits for Fiscal Years 2013-14 and 2014-15, and replace Circulation System Improvement Fees with $356,327 of TDA funds within the Highway 101-Rice Avenue Interchange Improvement Project No. 873114.

Police Department

6. SUBJECT: California Gang Reduction, Intervention and Prevention (CalGRIP) Program Grant Funding 2016.
   RECOMMENDATION: Adopt **Resolution No. 14,936**: 1) Authorizing the City Manager or designee to execute grant agreement #A-7865 for funding from the State of California, Board of State and Community Corrections (BSCC) to continue the California Gang Reduction, Intervention, and Prevention (CalGRIP) Program for calendar year 2016; and 2) Authorizing the Chief Financial Officer or designee to submit financial reports and grant claims and approve special budget appropriations for the use of CalGRIP funds; and 3) Authorizing the City Manager or designee to submit all program related progress or status reports to BSCC.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of L-2 from the agenda (Padilla/Perello) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

HOUSING AUTHORITY

At 9:08 p.m. the joint meetings with the Housing Authority concluded.

M. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on mailing and that there were no written communications received.

Development Services Department

1. SUBJECT: Recovery of Nuisance Abatement Costs.
   RECOMMENDATION: 1) Conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for nuisance abatement costs, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.
   DISCUSSION: The Development Services Director briefly commented on the procedure and change to the list.

   ACTION: Close the public hearing. (MacDonald/Padilla) unanimously. Approved as recommended. (MacDonald/Padilla) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Development Services Department

2. SUBJECT: Recovery of Civil Citation Fines.
RECOMMENDATION: 1) Conduct a public hearing to consider objections to the cost report of property owners whose property is to be assessed for civil citation fines, 2) approve the cost report, and 3) direct the City Manager or designee to file a certified copy of the cost report with the Ventura County Auditor-Controller.
DISCUSSION: The Development Services Director briefly commented on the procedure.

Public comment received from Jackie Tedeschi.

The City Council commented on staff working with the community and having a small list of citations.

ACTION: Close the public hearing. (MacDonald/Padilla) unanimously. Approved as recommended. (MacDonald/Padilla) Ayes: Flynn, and Ramirez MacDonald, Padilla, Perello, .

N. PUBLIC COMMENTS ON STUDY SESSION

O. STUDY SESSION

E. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Public comment received from: Al Velasquez

P. ADJOURNMENT

At 9:22 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor

MINUTES

OXNARD CITY COUNCIL
Special Meeting
June 13, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:06 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers. Councilmembers Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. Mayor Flynn was absent. The Deputy City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Pro Ramirez presided and called the meeting to order. Staff members present were: Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, City Attorney and Lynn McGraw, Deputy City Clerk

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:08 p.m. the City Council recessed to a closed session pursuant to Government Code Section 54956.9(d)(1) to confer with its attorneys on three cases. The titles and case numbers of the litigation being discussed were: 1) Fred Sedillos v. City of Oxnard Workers' Compensation Case Nos.: ADJ8347292; ADJ8681331; ADJ8344924; 2) City of Oxnard; et al. v. Aaron Starr, Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA; and 3) Aaron Starr v. City of Oxnard; et al., Ventura County Superior Court, Case No. 56-2016-00480094-CU-PT-VTA.

At 5:21 p.m., Mayor Flynn was present and presided.

At 6:13 p.m., the City Council reconvened pursuant to Government Code Section 54957.1 to make a public report of any actions taken in Closed Session.

D. OPENING CEREMONIES

At 6:13 p.m. the meeting opened concurrently with the Community Development Commission Successor Agency with the pledge of allegiance to the flag of the United States and followed by a moment of silence for victims of Florida shooting and mother of Edward Castillo. Additional staff members present were: Daniel Martinez, City Clerk; Kymberly Horner, Economic Development Director and Todd Moody, Special Legal Counsel.

E. PUBLIC COMMENTS

F. REPORTS

Economic Development Department

1. SUBJECT: Sixth Amendment to the RiverPark Owner Participation Agreement.

RECOMMENDATION: 1) Consider the proposed MOU and, if approved and if the proposed Sixth Amendment to the RiverPark OPA is approved by the SA, authorize the Mayor (or designee) to execute the document with such non-substantive changes as may be acceptable to the City Attorney and City Special Counsel; and 2) Authorize the City Manager (or designee) to prepare, revise and execute all associated documents necessary to carry out and implement the MOU, and to administer the City's obligations, responsibilities and duties thereunder.
DISCUSSION: The Economic Development Director outlined the request of the developer addressing past concerns and comments, goals & objections of Riverpark development area (OPA), building a second hotel and possible downtown (projects) improvements.

Andres Friedman, Shea Properties, reviewed several issues including type of hotel to be developed; public outreach; site research regarding location/local economy market; increasing "meeting" space in the proposed hotel; securing a developer and building two hotels.

Public comments received from: Nancy Lindholm; Todd Temanson; Katherine Laziner; Robert Villegas; Michael Pynn; Al Velasquez; Mary Lehr; Frank Bauer; Jenny Walsh; Aaron Starr; Larry Stein; Kristin Lombardo; Jillienne Almonia; Martin Jones; Alicia Percell and Cindy Ligeti.

The City Council discussed: the opportunity of having an hotel; design of hotel; type of hotel; relationship with developer, community support and outreach.

ACTION: Approve as recommended (MacDonald/Padilla) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

COMMUNITY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 7:40 p.m., the joint meeting with City Council concluded.

G. ADJOURNMENT

At 7:40 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor
LYN McGRAW Deputy City Clerk	CARMEN RAMIREZ Mayor Pro Tem

MINUTES
OXNARD CITY COUNCIL
Special Meeting
June 14, 2016

A. ROLL CALL/POSTING OF AGENDA

At 10:09 a.m., the special meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Oxnard Housing Authority. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Friday at City Hall. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Jefferson Billingsley, Assistant City Attorney; Jeri Williams, Police Chief; Bryan Brice, Fire Chief; Dave Millican, Chief Financial Officer; Ashley Golden, Development Services Director; Lisa Yoshimura, Assistant Human Resources Director and Eric Sonstegard, Assistant Police Chief.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for victims of Florida shooting.

C. PUBLIC COMMENTS

D. REPORTS

City Managers Department

1. SUBJECT: Fiscal Year 2016-2017 Operating Budget - June 14 and 15 City Council Budget Workshops.
   RECOMMENDATION: 1) Approve the recommended budget calendar and process leading to adoption of the Fiscal Year (FY) 2016-2017 Budget on June 28, 2016; and 2) Conduct two budget workshops on June 14 and 15 with the primary intent of (1) understanding the City's financial position, (2) understanding departmental accomplishments, goals and performance measures, and (3) providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.
   DISCUSSION: The City Manager introduced the budget presentation including challenges (decline of Carmen Override revenues, water & wastewater revenues) vacancy rates, upcoming report of audit, use of General Fund balance, expenditures, revenues, actual positions, expense assumptions, pension costs, Measure "O" funding projects, Measure "O" funding recommendations,

   Public comment received from: Steve Nash.

   The Police Chief reviewed department goals, accomplishments, performance measures including loss of animal control department, loss of information technology, equipment maintenance, options of focusing on "policing" issues and receiving "public" assistance.

The City Council discussed cost of “animal control” options, replacement costs of staff and removal of IT personnel from Police Department.

Public comment received from: Al Velasquez.

The Fire Chief reviewed department goals, accomplishments, performance measures including training information, staff turnover, use of grants and staffing (possible life guards) levels.

The City Council discussed: use/management of grants; attending conferences; disaster preparedness funding; types of increase calls; communications with other agencies; possible life guard program and possible training (fire/lifeguard service) with other organizations.

Public comment received from: Al Velasquez.

RECESS

At 12:59 p.m., the City Council concurred to recess and at 1:43 p.m., the City Council reconvened.

The Development Service Director reviewed department goals, accomplishments, performance measures including personnel staffing, Intelligent Traffic Systems (ITS), placement of crosswalk beacons, Code Compliance staffing, One-stop permit Center and working with neighborhoods.

The City Council discussed Code Compliance staffing, rental program, crosswalk beacons, funding of ITS software, addressing “rental” properties issues and use of volunteers.

The Chief Financial Officer reviewed department goals, accomplishments, performance measures including leadership of the department, complete 2015/16 audit, comprehensive CIP plan, implementation of internal controls, management of Maintenance Assessment Districts, relationships with investment community, financing for future growth and need for increased staffing.

The City Council discussed finalizing audit, financial controls, relationship with the investment community, having an integrated internal control system, staffing positions and use of consultants.

The Assistant Human Resources Director reviewed department goals, accomplishments, performance measures including coordinate (health care, retirement, safety) benefits, update of Personnel Rules and Regulations and classification & compensation study.

The City Council discussed municipal staff levels; training of personnel; update of Personnel Rules and Regulations; well-being of employees and employee benefits other than monetary.

ACTION: Received reports and provided comments.

HOUSING AUTHORITY

At 3:53 p.m., the concurrent meeting with the Housing Authority concluded.

E. ADJOURNMENT

At 3:54 p.m. the City Council concurred to adjourn the meeting June 15, 2016.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
June 15, 2016

A. ROLL CALL/POSTING OF AGENDA

At 10:08 a.m., the special meeting of the Oxnard City Council convened in the Council Chambers concurrently with the Oxnard Housing Authority. Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Friday at City Hall. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Dan Rydberg, Public Works Director; Arturo Casillas, Housing Director; Dave Millican, Chief Financial Officer; Keith Brooks, IT Director; Michael Henderson, Maintenance Services Division Manager; Todd Vasquez-Housley, Environmental Resources Division Manager; Omar Castro, Water Division Manager; Thien Ng, Interim Wastewater Division Manager and Badaoui Mouderres, Technical Services/Water Quality Manager.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for victims of Florida shooting.

C. PUBLIC COMMENTS

Public comment received from: Steve Nash.

D. REPORTS

City Managers Department

1. SUBJECT: Fiscal Year 2016-2017 Operating Budget - June 14 and 15 City Council Budget Workshops.
RECOMMENDATION: 1) Approve the recommended budget calendar and process leading to adoption of the Fiscal Year (FY) 2016-2017 Budget on June 28, 2016; and 2) Conduct two budget workshops on June 14 and 15 with the primary intent of (1) understanding the City's financial position, (2) understanding departmental accomplishments, goals and performance measures, and (3) providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.
DISCUSSION: The Housing Director reviewed department goals, accomplishments, performance measures including focusing on homelessness issues, increasing of affordable housing (construction of Las Cortes, first-time homebuyer loans), applying for housing grants and funding resources.

Public comment received from: George Miller.

The City Council discussed: breaking the cycle of homelessness; first-time home buyer program; rental inspection program standards; services provided to assistance residents and waiting list for public housing assistance.

HOUSING AUTHORITY

At 11:19 a.m., the concurrent meeting with the Housing Authority concluded.

The IT Director reviewed department goals, accomplishments, performance measures including “google” mail and developing a city-wide “communications network.

Public comment received from: Steve Nash.

The City Council discussed system upgrades, personnel changes and working with local schools,

The Public Works Director reviewed non-utility department goals, accomplishments, performance measures including MRF transition, revenue reduction due to drought, neighborhood resurfacing program, wastewater collection, debt service requirements and policy compliance requirements.

The City Council discussed possible future “water” rate increase, use of potable vs recycled water, use of ‘water” reserve fund, increase of “qualified” personnel and “link learning” education,

The Maintenance Services Division Manager reviewed proposed maintenance services, park improvements; sidewalk repairs; aging facilities and Fleet Services use of fuel (prices of fuel),

The City Council discussed tree maintenance program (trimming & replacement), restroom improvements, asset list, successful “graffiti” removal program, use of Measure “O” funds and “use of volunteers”.

Public comments received from: George Miller and Al Velasquez.

RECESS

At 1:02 p.m., the City Council concurred to recess and at 1:53 p.m., the City Council reconvened.

The Environmental Resources Division Manager reviewed department goals, accomplishments (staffing), performance measures including five new CNG vehicles, saving from prior operator and need for future “master” plan,

Public comments received from: Al Velasquez, George Miller, Jackie Tedeschi and Jim Lavery.

The City Council discussed several issues including working with County agency to reduce land-fill input, equipment replacement schedule, mattress pick-up program, public “education” outreach and meeting State “diversion” goals.

The Water Division Manager reviewed department goals, accomplishments, performance measures including maintenance of water system, develop “water” training, deferred maintenance, loss of revenue due to drought and having an “emergency” plan.

The Chief Financial Officer commented on making “bond” payments, effects if changes of “bond” rating, possible penalties if bond payments not met and forecast of property taxes.

Public comments received from: Al Velasquez, George Miller, Jim Lavery and Jackie Tedeschi.

The City Council discussed training & qualifications of personnel, type of local “water” delivery (pipe) service system, possible “utility” rate increase and amount of bond debt.

The Interim Wastewater Division Manager reviewed department goals, accomplishments, performance measures including use of recycled water, adding new customers, development of a City –wide asset management program, deferred maintenance for City Facilities and looking to resolve future issues.

The Technical Services/Water Quality Manager commented on flood control efforts and Storm Water Quality treatment.

At 3:58 p.m., Mayor Flynn left the meeting and Mayor Pro Tem Ramirez presided. At 4:02 p.m., Mayor Flynn was present and presided.

Public comments received from: George Miller, Al Velasquez and Alicia Percell.

The City Council discussed several issues including maintenance of the “wastewater” structure, recent spill, “odor control” problems and use of the “priority base” budgeting process.

Public comment received from Phil Molina.

The City Manager commented on the release of the Comprehensive Annual Financial Report,

ACTION: Received reports and provided comments.

E. ADJOURNMENT

At 5:03 p.m. the City Council concurred to adjourn the meeting to Tuesday, June 21, 2016 at 1:00 p.m.

DANIEL MARTINEZ City Clerk	TIM FLYNN Mayor

MINUTES

OXNARD CITY COUNCIL
Special Meeting
June 20, 2016

A. ROLL CALL/POSTING OF AGENDA

At 5:03 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald, Dorina Padilla and Bert Perello were present. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; Stephen Fischer, City Attorney and Lyn McGraw, Deputy City Clerk.

B. PUBLIC COMMENTS ON CLOSED SESSION ITEMS

C. CLOSED SESSION

At 5:05 p.m., the City Council recessed to a closed session, pursuant to Government Code section 54956.9(d)(1), to confer with its attorneys on three cases. The titles and case numbers of the litigation being discussed are were: 1. City of Oxnard; et al. v. Aaron Starr, Ventura County Superior Court, Case No. 56-2016-00479696-CU-MC-VTA; 2. Aaron Starr v. City of Oxnard; et al., Ventura County Superior Court, Case No. 56-2016-00480094-CU-PT-VTA, and 3. City of Oxnard v. Southern California Gas Co., et al. Ventura County Superior Court, Case No. 56-2013-00439270-CU-BC-VTA; State of California Court of Appeal, 2nd Appellate District, Division Six, Case No. B260192.

D. OPENING CEREMONIES

At 6:16 p.m., the regular meeting of the Oxnard City Council reconvened in the Council Chambers, concurrently with the Oxnard Community Development Commission Successor Agency. The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence. Mayor Flynn presided. Additional staff members present were: Dave Millican, Special Financial Counsel; Jeri Williams, Police Chief; Michael Henderson, General Services Manager; Ashley Golden, Development Services Director; Daniel Rydberg, Public Works Director; Kymberly Horner, Economic Development Director and Arturo Castillo, Housing Director and Julia Aranda, Interim Environmental Compliance Manager.

E. PUBLIC COMMENTS

F. REVIEW OF INFORMATION/CONSENT AGENDA

The City Council concurred to remove items (H-1(e)) and (J-1) from the agenda.

Comments received from Mayor Flynn, Mayor Pro Tem Ramirez and City Attorney (H-2).

G. PUBLIC COMMENTS ON INFORMATION/CONSENT AGENDA

Public comments received from: Linda Calderon (H-2); Jack Villa (H-2); Dan Pinedo (H-4); George Sorkin (H-2); Roger Poirier (H-2) and Daniel Chavez (H-2).

H. INFORMATION CONSENT AGENDA

City Manager Department

1. SUBJECT: Agreements for City Council Review
RECOMMENDATION: Approve and authorize the City Manager to execute the agreements/ contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list with removal of (H-1(e)).

Development Services Department

2. SUBJECT: Resolution of Denial for Planning and Zoning Permit No. 15-510-05 (Special Use Permit – Alcohol), Located at 200 South Ventura Road, Suite 250, Filed by Singh Kuldeep.
RECOMMENDATION: Adopt a resolution reflecting the decision of the June 7, 2016 hearing upholding the appeal of Planning and Zoning Permit No. 15-510-05 (Special Use Permit – Alcohol), denying the request for the sale of beer and wine at an existing convenience market.*

Public Works Department

3. SUBJECT: Submittal of Application for Grant Funding to CalRecycle for Beverage Container Recycling Grant Program Application for Grant Funding to CalRecycle.
RECOMMENDATION: 1) Adopt a resolution authorizing the City Manager to submit an application for $249,671 of CalRecycle grant funds, to be used for increased beverage container collection, litter reduction, and recycling education activities; and 2) Authorize the Chief Financial Officer to recognize grant revenue and appropriate funds if awarded.

4. SUBJECT: Approve Plans and Specs for Rio Lindo Neighborhood Resurfacing Project No. PW16-15.
RECOMMENDATION: Approve Project Specification No. 16-15 for the improvements of streets, sidewalks, curbs, gutters, and replacement of street name signs in the Rio Lindo Neighborhood and authorize staff to solicit bids.

INFORMATION/CONSENT AGENDA ACTION: Approved as recommended with removal of (H-1(e)). (Padilla /Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn. *Noes: Ramirez and Flynn H-2 only.

COMMUINTY DEVELOPMENT COMMISSION SUCCESSOR AGENCY

At 7:24 p.m. the joint meeting with the Community Development Commission Successor Agency concluded.

I. PUBLIC HEARINGS

ACTION: Mayor Flynn declared the public hearing open.
DISCUSSION: The City Clerk reported on posting, publication and that there were no written communications received.

Public Works Department

1. SUBJECT: City of Oxnard 2015 Urban Water Management Plan (10/20)
RECOMMENDATION: That City Council: 1) Hold a Public Hearing regarding the 2015 Urban Water Management Plan; 2) Adopt **Resolution No. 14,939** to approve the 2015 Urban Water Management Plan; and 3) Authorize the Public Works Director to file the Urban Water Management Plan with the State of California.
DISCUSSION: The Public Works Director and Interim Environmental Compliance Manager reviewed State requirements to be presented including Water Conservation Act, new format information required, time period of report (calendar year), data used, water demands, recycled water demands, meeting "2020 water" goals and Plan to be use as a planning tool.

   Public comments received from: Steve Nash and Daniel Chavez. .

   ACTION: Close the public hearing. (Ramirez/Padilla) unanimously.

   DISCUSSION: The City Council commented on: providing proper information before meeting; need for future planning & opportunities; use of recycled water and the future success of the GREAT program.

   ACTION: Approved as recommended. (Padilla/Ramirez) Ayes: MacDonald, Padilla, Perello, Flynn and Ramirez.

J. REPORTS

Public Works Department

2. SUBJECT: Third Amendment to Agreement with Genuine Parts Company for On-Site Fleet Parts Program.
RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to the Agreement No. 6212-13-CM with Genuine Parts Company dba NAPA Auto Parts from July 1, 2016, to June 30, 2017, for vendor to provide on-site repair parts and tires to City for an estimated amount of $2,000,000.
DISCUSSION: The General Services Manager reviewed reasons for the agreement, staffing levels and advantages.

   The City Council discussed the invoice system, staffing levels and services provided by contract.

   ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Padilla, Perello, Flynn, Ramirez and MacDonald.

3. SUBJECT: Third Amendment to Agreement for Trade Services with Natural Green Landscape, Inc. for Seabridge CFD #4 Landscape Maintenance Services (5/5)
   RECOMMENDATION: Approve and authorize the Mayor to execute a Third Amendment to Agreement for Trade Services (No. 6565-14-CM) with Natural Green Landscape, Inc. to extend the Agreement to June 30, 2017, thereby increasing the amount $143,460 for a total of $506,616 for providing landscape maintenance services within Community Facility District (CFD) No. 4 known as Seabridge located on Wooley Road between Victoria Avenue and Trade Winds Drive.
   DISCUSSION: The General Services Manager commented on landscape service provided and effect of drought on landscape and trees.

   The City Council discussed the need to maintain the landscape and trees.

   ACTION: Approved as recommended. (MacDonald/Padilla) Ayes: Perello, Flynn, Ramirez, MacDonald and Padilla.

4. SUBJECT: First Amendment to the National Pollutant Discharge Elimination System Agreement No. A-7357 with the Ventura County Watershed Protection District for the Countywide Stormwater Quality Management Program.
   RECOMMENDATION: Approve and authorize the Mayor to execute a First Amendment to the existing Implementation Agreement No. A-7357 for the National Pollutant Discharge Elimination System (NPDES) Permit (No. CAS004002) for Stormwater Discharges from the Municipal Separate Storm Sewer Systems.
   ACTION: Approved as recommended. (MacDonald/Ramirez) Ayes: Flynn, Ramirez, MacDonald, Padilla and Perello.

5. SUBJECT: Blanket Purchase Order No. 5805 with Shell Fleet Card Services to Extend Agreement for Gas Station Fuel and Car Wash Services for Fiscal Year 2016-2017 (5/5)
   RECOMMENDATION: Approve and authorize the Mayor to execute a Blanket Purchase Order No. 5805 to extend the agreement a fifth and final year with Shell Fleet Card Services, contract administrator for Oxnard Airport Shell and MacValley Oil Company. The agreement period is from July 1, 2016, to June 30, 2017, in an amount not to exceed $3,000,000. The blanket purchase order is for the purchase of gasoline, diesel, and car wash service at Shell stations through a fuel card system.
   ACTION: Approved as recommended. (MacDonald/Perello) Ayes: Ramirez, MacDonald, Padilla, Perello and Flynn.

K. PUBLIC COMMENTS ON REPORTS

L. ADJOURNMENT

At 9:33 p.m. the City Council concurred to adjourn the meeting.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

MINUTES
OXNARD CITY COUNCIL
Special Meeting
June 21, 2016

A. ROLL CALL/POSTING OF AGENDA

At 1:09 p.m., the special meeting of the Oxnard City Council convened in the Council Chambers Councilmembers Tim Flynn, Carmen Ramirez, Bryan A. MacDonald and Bert Perello were present. Councilmember Dorina Padilla was absent. The City Clerk stated that the agenda was posted on Thursday in the Library and City Clerk's Office. Mayor Flynn presided and called the meeting to order. Staff members present were: Daniel Martinez, City Clerk; Greg Nyhoff, City Manager; Maria Hurtado, Assistant City Manager; Scott Whitney, Assistant City Manager; David Millican, Chief Finance Officer; Kymberly Horner, Economic Development Director; Ingrid Hardy, Cultural & Community Services Director.

B. OPENING CEREMONIES

The meeting opened with the pledge of allegiance to the flag of the United States, followed by a moment of silence for victims of Florida shooting.

C. PUBLIC COMMENTS

D. REPORTS

City Managers Department

1. SUBJECT: Fiscal Year 2016-2017 Operating Budget - June 14 and 15 City Council Budget Workshops.
   RECOMMENDATION: 1) Approve the recommended budget calendar and process leading to adoption of the Fiscal Year (FY) 2016-2017 Budget on June 28, 2016; and 2) Conduct two budget workshops on June 14 and 15 with the primary intent of (1) understanding the City's financial position, (2) understanding departmental accomplishments, goals and performance measures, and (3) providing input on priority based budget recommendations related to the Council strategic priorities and other departmental augmentation recommendations.
   DISCUSSION: The Economic Development Director reviewed several accomplishments including attracting new businesses to the community, assisting the Oxnard Convention and Visitors Bureau, development of hotel at Riverpark, dissolution of Redevelopment program including hosting public outreach and improvement to downtown theater, working to Police, Oxnard Downtown Improvement District and Recuse Mission to discuss homeless issues and several other downtown issues. She also discussed goals including creating an economically sustainable commercial, industrial and retail industries throughout the City.

At 2.01 p.m., Councilmember Dorina Padilla was present.

The City Council discussed: the role of City staff; role/goals of Economic Development Corporation of Oxnard (ECDO); funding of EDCO; accomplishments of EDCO, downtown issues, having several departments working together to address community issues, affordable housing funding and creating economic opportunities.

The Cultural & Community Services Director outlined the accomplishments including efforts at PACC, recreation programs including Tennis Center, discussed City Library services/budget, use of Measure "O" funds, repairs of facilities, youth employee opportunities, addressing the needs of the community survey.

The City Manager reviewed expenditures of Measure "O" funds, future ongoing costs, Measure "O" Oversight Board, repairs to facilities and need to look forward to future costs.

The City Council commented on River Ridge Golf course, PACC activities/upgrades, limited-benefits employees issues, communications with Measure "O" board, accounting of Measure "O" funds and Measure "O" support of "public safety" services

The Assistant City Manager (Hurtado) reviewed several issues of the City Manager Office, City Attorney Office, City Clerk Office and City Treasurer Office including staffing levels, one-time election costs, training costs and billing costs (only City Treasurer Office),

The City Council commented on: Whistleblower program, re-classification of positions, hiring of consultants, oversight of City Clerk Office and City Treasurer Office,

ACTION: Received reports and provided comments.

E. ADJOURNMENT

At 3:29 p.m. the City Council concurred to adjourn.

DANIEL MARTINEZ
City Clerk

TIM FLYNN
Mayor

CARMEN RAMIREZ
Mayor Pro Tem

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Info/Consent** **AGENDA ITEM NO.: 2**

DATE: September 13, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

Greg Nyhoff

SUBJECT: Agreements for City Council Review

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council, pursuant to Ordinance 2835, and Resolution No. 13,932, approve and authorize the City Manager to execute the following agreements/contracts and change orders/amendments in amounts more than $25,000 but no more than $250,000, which are described on the attached list:

A. L. N. Curtis & Sons for purchase of 120 pairs of wildland boots ($29,452)
B. Berry General Engineering for Change Order #2 due to a reduction in the contract ($71,099)

A complete explanation of the agreement and funding sources are attached.

BACKGROUND

On November 16, 2010, the City Council approved changes to the City's Purchasing Procedures reducing the threshold for City agreements/contracts and change orders/amendments requiring City Council approval to $25,000. The agreements/contract and change orders/amendments described on the attached list involve amounts above $25,000 and up to $250,000.

FINANCIAL IMPACT

Funding information is included on the attached list.

NOTE: Copies of the agreement/contracts and change orders/amendments on the list are available in the City Clerk's Office prior to the Council meeting.

ATTACHMENTS:

Attachment A: City Manager Contract List September 13, 2016

City Manager Contract List for 09/13/2016

Contracts from $25,000 to $250,000

A Purchase of Wildland Boots

Vendor:	L.N. Curtis & Sons	**Amount to be Approved:**	$29,452
Type:	Purchase Order	**Current FY Amount:**	$29,452
Agreement No.:		**Total Contract Amount:**	$29,452
Amendment No.:	N/A	**Funding Source:**	Assistance to Firefighters Grant FY16 Wildland
Purchase Order No.:	2805	**Vendor Selection Process:**	Informal Bids
Begin Date:		**# of Bids/Proposals/Quotes:**	3
End Date:		**Project Manager:**	Darwin Base, Interim Fire Chief
Term:		**Department:**	Fire Department
		Telephone:	385-7701
		Email:	alexander.hamilton@oxnard.org

Purpose: Staff is requesting authorization to purchase 120 pairs of Wildland Boots from L.N. Curtis & Sons in the amount of $29,452. The Oxnard Fire Department solicited three bids for the purchase of boots. L.N. Curtis & Sons provided the lowest responsible bid. The purchase is 100% grant funded under the Assistance to Firefighters Grant FY16 Wildland.

B Localized Pavement Maintenance Program

Vendor:	Berry General Engineering	**Amount to be Approved:**	-$71,099
Type:	Change Order	**Current FY Amount:**	-$71,099
Agreement No.:	A-7843	**Total Contract Amount:**	$1,217,022
Amendment No.:	2	**Funding Source:**	Street Maintenance Fund
Purchase Order No.:	5801	**Vendor Selection Process:**	Public Works Bid
Begin Date:	11/10/2015	**# of Bids/Proposals/Quotes:**	3
End Date:	07/15/2016	**Project Manager:**	Daniel Rydberg, Public Works Director
Term:		**Department:**	Public Works Department
		Telephone:	797-8206
		Email:	raymond.williams@oxnard.org

Purpose: Change Order #2 is a reduction in the contract by $71,099.38 for localized pavement maintenance and will close the contract. Public Work construction contracts are bid using estimated quantities of work. Estimates are used to account for unknown or unmeasured amounts such as the quantity of street subgrade that needs to be replaced but is not visible until the surface is removed during the project. During construction City inspectors verify the actual quantities constructed by the contractor and payments are made based on the actual work performed. When the project is completed, a balancing change order is used to adjust the estimated quantity of work to the actual quantity of work.

This contract is for Public Work construction which is required by State Law and City procurement policy to be awarded through a public bid process to the contractor with the lowest bid that is deemed to be responsible and responsive.

City Council approved plans and specifications on July 30, 2013. The contract was advertised on August 27, 2015. Three bids were received at the public bid opening on September 30, 2015. The City Engineer and CCRC reviewed the bids, found the low bid to be responsible and responsive, and recommended award to Berry General Engineering. Council approved the contract on November 10, 2015.

CITY OF OXNARD CALIFORNIA	CITY COUNCIL AGENDA REPORT	TYPE OF ITEM: Public Hearing AGENDA ITEM NO.: 1

DATE: September 13, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Ashley Golden
Development Services Director

Ashley Golden

SUBJECT: Ordinance Adding Chapter 14, Article XXV to the Oxnard City Code to Establish an Expedited Permit Process for Electric Vehicle Charging Stations. (5/15/10)

CONTACT: Ashley Golden, Development Services Director
Ashley.Golden@oxnard.org, 385-7882

RECOMMENDATION:

Approve the first reading by title only and subsequent adoption of an ordinance adding Article XXV to Chapter 14 (Building Regulations) of the Oxnard City Code to establish an expedited permitting process for Electric Vehicle Charging Stations and determine that this project is exempt from the California Environmental Quality Act, pursuant to Section 15061(b)(3).

BACKGROUND:

On October 7, 2015, Governor Brown signed Assembly Bill (AB) No. 1236 (California Government Code Section 65850.7) to streamline and expedite the permitting of electric vehicle (EV) charging infrastructure. The intent of the AB 1236 is to encourage the installation of electric vehicle charging stations by removing permitting obstacles commonly associated with development of these facilities. A major impediment to more EV charging stations has been the lack of certainty and uniformity in the local patchwork of EV charging station regulations. AB 1236 requires every city and county in the state of California with a population of 200,000 or more to adopt an ordinance by September 30, 2016 that creates an expedited, streamlined permitting process for installation of EV charging stations. The statute requires cities and counties to administratively approve EV charging station installation applications through the issuance of a building permit or similar nondiscretionary permit.

An EV charging station is any level of EV supply equipment that is built in compliance with the California Electrical Code and delivers electricity from a source outside an electric vehicle into a plug-in electric vehicle. The streamlined permitting process applies to all EV charging stations in all land use zones. This process must substantially conform to the best practices found in the most updated version of Office of Planning and Research's “Zero-Emission Vehicles in California: Community Readiness Guidebook.” The law requires cities and counties to use the Internet to post permitting requirements and documents as well as utilize electronic means of communication (internet, email, or fax) to accept permit applications. Cities and counties must also accept electric signatures. The online application submittal requirements are similar to those the City adopted last year for small residential rooftop solar systems, also by State mandate.

In addition to the online processing requirement, the city or county building departments are required to adopt checklists and standard plans similar to those contained in the most current version of the “Plug-In Electric Vehicle Infrastructure Permitting Checklist” of “Zero-Emission Vehicles in California: Community Readiness Guidebook” published by the Office of Planning and Research. An EV charging station is required to meet all applicable safety and performance standards established by the California Electrical Code, the Society of Automotive Engineers, the National Electrical Manufacturers Association, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

The attached ordinance is necessary to comply with the requirements of Section 65850.7(g)(1) for EV charging stations. The ordinance codifies the requirements of Section 65850.7, such as accepting and approving applications electronically, directing the City’s Building Official to develop a checklist of all requirements with which EV charging stations shall comply to be eligible for expedited review, and authorizing the Building Official to administratively approve applications. The City has been a leader in developing energy efficiency checklists and flowcharts for various permit types (i.e. residential electrical solar panels, water heaters, mechanical heating and cooling systems, etc.) The proposed ordinance establishing expedited permit procedures for EV charging stations will augment the permit streamlining improvements being implemented by the Development Services Department, which leads to expedited review and customer service improvements.

STRATEGIC PRIORITIES:

This agenda item supports the Economic Development strategy. The purpose of the Economic Development strategy is to develop and enhance Oxnard’s business climate, promote the City’s fiscal health, and support economic growth in a manner consistent with the City’s unique character. Specifically, the proposal to implement an expedited permit process for EV charging stations is consistent with Goal 4: Implement a “one stop shop” effort at the City’s Service Center, Objective 4a: Streamline internal process to ensure government efficiencies.

FINANCIAL IMPACT:

There is no immediate financial impact or budget action necessary as a result of the recommended action.

ATTACHMENTS:

Attachment A - Ordinance

ORDINANCE OF THE CITY OF OXNARD

ORDINANCE NO. [_______]

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF OXNARD ADDING ARTICLE XXV TO CHAPTER 14 OF THE OXNARD CITY CODE RELATING TO AN EXPEDITED PERMITTING PROCESS FOR ELECTRIC VEHICLE CHARGING STATIONS

………..

WHEREAS, Government Code Section 65850.7(a)(3) provides that "it is the policy of the State to promote and encourage the use of electric vehicle charging stations and to limit obstacles to their use"; and

WHEREAS, Government Code Section 65850.7(a)(4) provides that the "legislative intent is to encourage the installation of electric vehicle charging stations by removing obstacles to, and minimizing costs of, permitting for charging stations so long as the action does not supersede the building official's authority to identify and address higher priority life-safety situations"; and

WHEREAS, Government Code Section 65850.7(g)(1) provides that, on or before September 30, 2016, every city with a population of 200,000 or more residents must adopt an ordinance, consistent with the goals and intent of Government Code Section 65850.7, that creates an "expedited, streamlined permitting process for electric vehicle charging stations."

NOW, THEREFORE, the City Council of the City of Oxnard does ordain as follows:

Part 1. The City Council hereby finds that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (**"CEQA"**) pursuant to CEQA Guidelines (14 CCR section 15000 *et seq*.) General Rule Exemption [Section 15061(b)(3)], as the proposed Ordinance establishes an expedited ministerial review process for building permit applications for electric vehicle charging stations, as required by Government Code Section 65850.7. Therefore, the proposed Ordinance will have no significant effect on the environment. A significant effect is defined as, "a substantial, or potentially substantial, adverse change in the physical conditions within the area," and the adoption of this Ordinance is therefore not subject to CEQA.

Part 2. Title, Words, and Phrases: This Ordinance shall be known as the City of Oxnard Electric Vehicle Charging Station Permit Expediting Ordinance. The terms, phrases, and words used in this ordinance shall be construed in compliance with the definitions set forth by California Government Code Section 65850.7.

Part 3. Article XXV is hereby added to Chapter 14 of the Oxnard City Code to read as follows:

"ARTICLE XXV. ELECTRIC VEHICLE CHARGING STATION PERMITTING.

SEC. 14-90. PURPOSE AND INTENT.

Electric Vehicle Charging Stations which qualify for expedited permit processing, pursuant to Government Code Section 65850.7, shall be subject to the administrative permitting procedures set forth in this Article.

SEC. 14-91. EXPEDITED REVIEW PROCESS.

Consistent with Government Code Section 65850.7, the Building Official shall implement an expedited administrative permit review process for electric vehicle charging stations, and adopt a checklist of all requirements with which electric vehicle charging stations shall comply with in order to be eligible for expedited review. The expedited administrative permit review process and checklist may refer to the recommendations in the checklist prescribed by the most current version of the "Plug-In Electric Vehicle Infrastructure Permitting Checklist" of the "Zero-Emission Vehicles in California: Community Readiness Guidebook" published by the Governor's Office of Planning and Research. The City's adopted checklist shall be published on the City's website.

SEC. 14-92. ELECTRONIC SUBMITTALS.

Consistent with Government Code Section 65850.7, the Building Official shall allow for electronic submittal of permit applications covered by this Ordinance and associated supporting documentations. In accepting such permit applications, the Building Official shall also accept electronic signatures on all forms, applications, and other documentation in lieu of a wet signature by the applicant.

SEC. 14-93. ASSOCIATION APPROVAL.

Consistent with Government Code Section 65850.7, the Building Official shall not condition the approval for any electric vehicle charging station permit on the approval of such a system by an association, as that term is defined by Civil Code Section 4080.

SEC. 14-93. PERMIT APPLICATION PROCESSING.

A permit application that satisfies the information requirements in the City's adopted checklist shall be deemed complete and be promptly processed. Upon confirmation by the Building Official that the permit application and supporting documents meets the requirements of the City's adopted checklist, and is consistent with all applicable laws, the Building Official shall, consistent with Government Code Section 65850.7, approve the application and issue all necessary permits. Such approval does not authorize an applicant to energize or utilize the electric vehicle charging station until approval is granted by the City. If the Building Official determines that the permit application is incomplete, he or she shall issue a written correction notice to the applicant, detailing all deficiencies in the application and any additional information required to be eligible for expedited permit issuance.

SEC. 14-94. TECHNICAL REVIEW.

It is the intent of this Ordinance to encourage the installation of electric vehicle charging stations by removing obstacles to permitting for charging stations so long as the action does not supersede the Building Official's authority to address higher priority life-safety situations. If the Building Official makes a finding based on substantial evidence that the electric vehicle charging station could have a specific adverse impact upon the public health or safety, as defined in Government Code 65850.7, the City may require the applicant to apply for a use permit, as described in Chapter 16, Article VII, Division 3 of the City Code.

Part 4. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, phrase or clause thereof irrespective of the fact that any one or more sections, subsections, phrases, or clauses be declared unconstitutional.

Part 5. Within 15 days after passage, the City Clerk shall cause this ordinance to be published one time in a newspaper of general circulation published and circulated in the City. Ordinance No.______ was first read on September 13, 2016, and finally adopted on ______, to become effective thirty (30) days thereafter.

PASSED AND ADOPTED this 13th day of September, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

CITY OF OXNARD CALIFORNIA	**CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Public Hearing** **AGENDA ITEM NO.: 2**

DATE: September 13, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

Greg Nyhoff

FROM: Arturo Casillas
Housing Director

Arturo Casillas

SUBJECT: Public Hearing on Issuance of Multifamily Housing Revenue Bonds for Vista Pacifica (5/5/10)

CONTACT: Arturo Casillas, Housing Director
Arturo.Casillas@oxnard.org, 385-8094

RECOMMENDATION:

That the City Council:

1. Hold a public hearing regarding the issuance of up to $15,000,000 of multifamily housing revenue bonds by the California Municipal Finance Authority to finance the acquisition and construction of Vista Pacifica (also known as Ormond Beach Villas), a 40-unit multifamily rental housing development located at 5527 and 5557 Saviers Road, Oxnard; and

2. Adopt a resolution approving the issuance of bonds.

3. Approve the attached Budget Appropriation for the issuance fees.

BACKGROUND

Many Mansions, a California nonprofit corporation (the "Borrower") seeks to construct a 40-unit multifamily rental housing project in South Oxnard known as Vista Pacifica (also known as Ormond Beach Villas, or the "Project"), to be located at 5527 and 5557 Saviers Road, Oxnard.

The Borrower is presenting an application to the California Municipal Finance Authority

("CMFA") for a bond issuance to finance the acquisition and construction of the Project, to be operated initially by Many Mansions or another entity selected by the Borrower.
The Borrower has requested that the CMFA serve as the municipal issuer of the Bonds in an aggregate principal amount not to exceed $15,000,000 of tax-exempt revenue bonds.

DISCUSSION

In order for all or a portion of the Bonds to qualify as tax-exempt bonds, the City of Oxnard must conduct a public hearing under the Tax Equity Fiscal Responsibility Act (the "TEFRA Hearing") providing members of the community an opportunity to speak in favor of or against the use of tax-exempt bonds for the financing of the Project. The procedures governing the TEFRA Hearing are set forth in Section 147(f) of the Internal Revenue Code. Prior to the TEFRA Hearing, reasonable notice must be provided to the members of the community. Following the close of the TEFRA Hearing, an "applicable elected representative" of the governmental unit with jurisdiction over the area in which the Project is located must provide its approval of the issuance of the Bonds for the financing of the Project. The City Council is the applicable elected representative for this TEFRA Hearing.

The CMFA was created on January 1, 2004 pursuant to a joint exercise of powers agreement to promote economic, cultural and community development, through the financing of economic development and charitable activities throughout California.
To date, over 230 municipalities have become members of CMFA, including the City of Oxnard. The CMFA was formed to assist local governments, non-profit organizations and businesses with the issuance of taxable and tax-exempt bonds aimed at improving the standard of living in California.

Outside of holding the TEFRA hearing and adopting the required resolution, no other participation or activity of the City or the City Council with respect to the issuance of the Bonds will be required.

STRATEGIC PRIORITIES

This agenda item comes under the City Council strategic priorities of Quality of Life and Economic Development. The bond financing will permit Many Mansions to construct 39 apartments for low and extremely-low income families. Tenants will obtain decent, safe, and sanitary housing, and will pay less than 30% of their income towards rent, allowing them to accumulate assets, or to use disposable income to support their adult children to attend colleges or universities. Families will also be eligible to participate in the Housing Authority's Family Self-Sufficiency Program.

FINANCIAL IMPACT

There is no financial impact to the City in connection with the City Council's adoption of a resolution approving the issuance of the Bonds by the CMFA. There are no costs associated with participation in the CMFA, and the City will not bear any responsibility for the tax exempt status of the interest on the Bonds, the debt service on the Bonds or any other matter related to the Bonds.

The Board of Directors of the California Foundation for Stronger Communities, a California non-profit public benefit corporation (the “Foundation”), acts as the Board of Directors for the CMFA. Through its conduit issuance activity, the CMFA shares a portion of the issuance fees it receives with its member communities. It is expected that a portion of the issuance fee will be granted by the CMFA to the City. Such grant, which may be up to $6,500, will be used to offset personnel direct labor costs incurred in preparation of the TEFRA Hearing in the Housing Department’s Community Development Block Grant Program (see Attachment B).

ATTACHMENTS:

Attachment A TEFRA Resolution

Attachment B Budget Appropriation for CMFA Issuance fees

RESOLUTION NO.______________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING THE ISSUANCE OF BONDS BY THE CALIFORNIA MUNICIPAL FINANCE AUTHORITY IN AN AGGREGATE AMOUNT NOT TO EXCEED $15,000,000 FOR THE PURPOSE OF FINANCING A MULTIFAMILY HOUSING FACILITY KNOWN AS VISTA PACIFICA

WHEREAS, pursuant to Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), certain public agencies (the "Members") have entered into a Joint Exercise of Powers Agreement, effective on January 1, 2004 (the "Agreement") in order to form the California Municipal Finance Authority (the "Authority"), for the purpose of promoting economic, cultural and community development, and in order to exercise any powers common to the Members, including the issuance of bonds, notes, or other evidences of indebtedness; and

WHEREAS, the City of Oxnard (the "City") is a member of the Authority; and

WHEREAS, the Authority is authorized to issue and sell revenue bonds for the purpose, among others, of financing the acquisition and construction of multifamily rental housing projects; and

WHEREAS, Many Mansions, a California nonprofit corporation ("Many Mansions") has requested that the Authority issue one or more series of revenue bonds in an aggregate principal amount not to exceed $15,000,000 (the "Bonds"), and lend the proceeds of the Bonds to a California limited partnership to be formed by Many Mansions (the "Borrower") for the purpose of financing the costs of the acquisition and construction of a 40-unit multifamily residential rental housing facility (the "Project") to be located at 5527 and 5557 Saviers Road in the City (Ventura County Assessor's Parcel Nos. 222-0-011-270 and 222-0-011-280), currently identified as Vista Pacifica (and also identified as Ormond Beach Villas), to be owned by the Borrower and operated initially by Many Mansions or another entity selected by the Borrower; and

WHEREAS, in order for the interest on Bonds to be tax-exempt, section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") requires that an "applicable elected representative" of the governmental unit, the geographic jurisdiction of which contains the site of Project to be financed with the proceeds of the Bonds, hold a public hearing on the issuance of the Bonds and approve the issuance of the Bonds following such hearing; and

WHEREAS, the Authority has determined that the City Council of the City of Oxnard (the "City Council") is an "applicable elected representative" for the purpose of holding such hearing; and

WHEREAS, the Authority has requested that the City Council approve the issuance of the Bonds by the Authority in order to satisfy the public approval requirements of Section 147(f) of the Code and the requirements of Section 4 of the Agreement; and

WHEREAS, notice of such public hearing has been duly given as required by the Code and the City Council has heretofore held the public hearing at which all interested persons were given an opportunity to be heard on all matters relative to the financing of the Project and the Authority's issuance of the Bonds therefor, and the City Council now desires to approve the issuance of Bonds by the Authority.

NOW, THEREFORE, the City Council of the City of Oxnard does hereby resolve as follows:

SECTION 1. The foregoing recitals are true and correct.

SECTION 2. The City Council hereby approves the issuance of the Bonds by the Authority for the purpose of providing funds to make a loan to the Borrower to enable the Borrower to finance the acquisition and construction of the Project. It is the purpose and intent of the City Council that this Resolution constitute approval of the issuance of the Bonds by the Authority for the purposes of: (a) Section 147(f) of the Code, by the applicable elected representative of the governmental unit having jurisdiction over the area in which the Project is located, in accordance with said Section 147(f), and (b) Section 4 of the Agreement.

SECTION 3. The issuance of the Bonds shall be subject to the approval of the Authority of all financing documents relating thereto to which the Authority is a party. The City shall have no responsibility or liability whatsoever with respect to repayment or administration of the Bonds.

SECTION 4. The adoption of this Resolution shall not obligate the City or any department thereof to (a) provide any financing to acquire or rehabilitate the Project; (b) approve any application or request for or take any other action in connection with any planning approval, permit or other action necessary for the acquisition, construction, or operation of the Project; (c) make any contribution or advance any funds whatsoever to the Authority; or (d) take any further action with respect to the Authority or its membership therein.

SECTION 5. The City Clerk is hereby directed to forward a certified copy of this Resolution to the bond counsel for the Bonds, address as follows: Paul J. Thimmig, Esq.; Quint and Thimmig LLP, 900 Larkspur Landing Circle, Suite 270, Larkspur, California 94939-1726.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

SECTION 6. This Resolution shall take effect from and after its date of adoption.

APPROVED AND ADOPTED this 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

____
Chief Financial Officer

REQUEST FOR BUDGET APPROPRIATION

Department: Housing **Date:** September 13, 2016

Project/Program Manager: Arturo Casillas **Phone:** 385-3094

Reason for Appropriation:

TO APPROPRIATE THE ISSUANCE FEES GRANTED BY CALIFORNIA MUNICIPAL FINANCE AUTHORITY TO THE CITY OF OXNARD

Accounts and Descriptions | **AMOUNT**

Fund: **(285) COMMUNITY DEVELOPMENT BLOCK GRANT**

Accounts and Descriptions		AMOUNT
Revenues/Transfers In		
5139 GRANTS MANAGEMENT		
285-5139-531-7206	FEDERAL & STATE SOURCES / CDBG GRANT	6,500
	Sub-total Revenues	6,500
Expenditures/Transfers Out		
5115-HOUSING ADMINISTRATION		
285-5115-804-8001	DIRECT LABOR-REGULAR	6,500
	Sub-total Expenditures	6,500
	Net Change to Fund Balance	**0**
	Net Appropriation Change	**6,500**

Approvals

Department Director ______________________

Chief Financial Officer ______________________

City Manager ______________________

BA# (Finance Use Only)______________

BA Doc# (Finance Use Only)

REQUIRES CITY COUNCIL AUTHORIZATION

Revi

CITY OF OXNARD CALIFORNIA

CITY COUNCIL

AGENDA REPORT

TYPE OF ITEM: Report

AGENDA ITEM NO.: 1

DATE: September 13, 2016

TO: City Council

FROM: Greg Nyhoff
City Manager

Greg Nyhoff

SUBJECT: Adoption of (I) Successor Memoranda of Understanding Between the City of Oxnard and (A) Service Employees International Union, Local 721, (B) Oxnard Peace Officers Association, (C) the International Association of Fire Fighters, Local 1684, and (D) Oxnard Public Safety Management Association – Police Unit and (II) a Resolution Approving Paying and Reporting the Value of the Employer Paid Member Contribution to CalPERS for Employees in the Bargaining Units Covered by the Successor Memoranda of Understanding (5/30/35)

CONTACT: Greg Nyhoff, City Manager
Greg.Nyhoff@oxnard.org, 385-7430

RECOMMENDATION:

That City Council

1) Adopt by resolution the attached successor memoranda of understanding (MOU) with the following bargaining units:
    a. Service Employees International Union, Local 721 ("SEIU")
    b. Oxnard Peace Officers Association ("OPOA")
    c. International Association of Fire Fighters, Local 1684 ("IAFF")
    d. Oxnard Public Safety Managers Association – Police Union ("OPSMA-Police")
2) Adopt a resolution to approve paying and reporting the value of employer paid member contributions for employees in the bargaining units represented by SEIU, OPOA, IAFF and OPSMA-Police

BACKGROUND

The successor contracts that the City has reached with four of its seven represented bargaining units represent the culmination of nearly two years of negotiations during which the City has faced significant fiscal challenges. These agreements, each of which include a net reduction in costs during this fiscal year, are consistent with the City's goal - as set forth in this year's budget message - of balancing our need to remain competitive for quality employees with our need to stay within our financial parameters to ensure that the City remains on the road to fiscal health.

The past two fiscal years have been a challenging period for the City of Oxnard. Following an independent organizational review, the City's FY2015-16 budget reflected a structural deficit of over $12 million. In order to balance its budget, the City implemented significant expense and service reductions and in some cases relied on one-time funding to cover ongoing costs. As a result of the fiscal reset of the FY2015-16 budget, a growing local economy and increases in property taxes, the FY2016-17 budget reflects an effort to stabilize the City's finances, allowing the City to continue working towards its fiscal health goals without incurring additional service reductions that the City believes will negatively impact the community.

These fiscal challenges served as a backdrop to the City's negotiations with its bargaining units. Contracts with two bargaining units - OPOA, and IAFF - expired in mid- to late 2014. The City's contract with OPSMA-Police expired in June 2015 and its contract with SEIU runs through June 2018, with a reopener related to pension contributions that was triggered in January 2016.

One of the City's key goals through these negotiations was for employees to begin paying a portion of their pension costs. The City participates in the California Public Employees' Retirement System ("CalPERS") to provide pension benefits for its regular employees. CalPERS issues valuations each year which detail the annual contributions that the City and its employees are required to make towards pension costs. For "classic" safety employees (*i.e.* those hired prior to January 1, 2013), the required employee contribution is 9% of pensionable income. For "classic" miscellaneous employees, the required employee contribution is 7% of pensionable income. Although these are referred to as "employee contributions," the City and its bargaining units negotiated for the City to pay these amounts on behalf of employees years ago. Currently the City pays 100% of the employee share of CalPERS costs for represented employees hired before January 1, 2013. Employees hired on or after January 1, 2013 are required under the Public Employee Pension Reform Act ("PEPRA") to pay fifty percent (50%) of the normal cost, which is set by CalPERs each year as part of its annual valuation.

Pension costs are a key driver for increases in City personnel costs. Public safety pension costs alone are expected to be $18 million in FY2016-17, only $10.3 million of which is covered by Carman override tax revenues. As part of the FY2015-16 budget, the City reduced service levels and did not believe it could sustain further service cuts in FY2016-17. Accordingly, the City refocused its expense reduction efforts on negotiating to have its employees begin paying a portion of their pension costs.

The successor contracts that the City has negotiated with four of its bargaining units achieve this goal. As summarized in greater detail below, each agreement includes a net savings during FY2016-17 through pickup of a portion of the employee share of pension costs by classic employees. The most recent salary increase received by employees in the impacted bargaining units was January 2014. By the time employees receive a net increase under the proposed memoranda of understanding, most will have gone over three years without a salary increase. Employees will realize net increases in compensation beginning in FY2017-18, with contracts expiring during FY2018-19. By the end of the contract term, employees in the SEIU bargaining unit will have received a net 2% wage increase and employees represented by OPOA, IAFF and OPSMA-Police will have received a net 3.5% wage increase.

Further, the agreements with OPOA, IAFF and OPSMA-Police include an increase in the City's contribution towards their health benefits. This increase is in recognition of the fact that these bargaining units currently have some of the lowest employer health contributions both within the City and as compared to neighboring jurisdictions. Because health benefits are paid for on a pre-tax basis, the City views the increased contributions as a financially prudent way to augment an important benefit to our employees.

The City's employees have shared the burden of the financial troubles the City has been dealing with over the past two fiscal years. They previously agreed to modification of their leave benefits, have worked with the City to clean up administrative and organizational mismanagement and have gone without salary increases for more than two years, while their colleagues in neighboring jurisdictions began to realize wage and benefit increases as the economy recovered. The successor contracts that the City is presenting to the City Council represent a continuation of this shared burden, with employees making contributions towards their pension costs while at the same time receiving modest wage increases that result in even more modest net increases over the term of the contracts. Adoption of these agreements by the City Council will allow both the City and its employees to continue our progress towards a more stable and bright fiscal future for all.

SUMMARY OF MODIFICATIONS

SEIU:

- Term: Contract Extended through June 30, 2019 (Article 39)
- Pension Contribution: Classic employees will pay the full 7% employee contribution by the end of the contract (Article 6)
  - Effective following City Council adoption: 3% pension contribution
  - Effective July 2017: 1% pension contribution
  - Effective January 2019: 3% pension contribution
- Salary: Wage increases of 9% over contract term (Article 6)
  - Effective following City Council adoption: 2% wage increase
  - Effective July 2017: 2% wage increase

  - Effective July 2018: 2% wage increase
  - Effective January 2019: 3% wage increase

- Miscellaneous Terms:
  - Reduction in health benefits to limited benefit employees, consistent with prior Council authority (Article 21)
  - Elimination of language regarding closure of City offices on day after Thanksgiving (Article 29)
  - Addition of one floating holiday, to be used within the calendar year in which it is granted and which shall have no cash value for employees (Article 29)

OPOA

- Term: Contract expires August 31, 2018 (Article I(A), XXVI)
- Pension Contribution: Classic employees will pay 5% of the employee share of pension costs by the end of the contract (Article III(B)(1)-(2))
  - Effective following City Council adoption: 3% pension contribution
  - Effective July 2017: 1% pension contribution
  - Effective January 2018: 0.5% pension contribution
  - Effective June 30, 2018: 0.5% pension contribution
- Salary: Wage increases of 8.5% over contract term (Article III(A)(1)-(4))
  - Effective following City Council adoption: 2% wage increase
  - Effective July 2017: 3% wage increase
  - Effective January 2018: 2% wage increase
  - Effective June 30, 2018: 1.5% wage increase
  - Add language related to benefits for “new” PERS members as defined by PEPRA
- Miscellaneous Terms:
  - Increase in City contribution to cafeteria plan by $60 per month effective January 2017 (Article III(D)
  - Memorialize practices related to:
- Advancing through salary ranges (Article III(B)(4))
- Callback pay on holidays (Article III(C)(1)(b))

- Enforcement of annual leave caps on a pay period by pay period basis (Article III(C)(1)(c))
    - Add language related to employee resignation and rights upon reinstatement (Article V)
    - Provide employees an option to redeem annual leave into deferred compensation accounts in addition to cash (Article III(C)(1)(d))
    - Clarify process related to effectiveness of education incentive pay for qualifying employees (Article X)
    - Modify language related to uniform allowances consistent with CalPERS requirements (Article XV)
    - Modify discipline procedures to involve Human Resources Director (Article XXV(C))
    - Parties agree to reopen contract to negotiate a grievance process (Article XXV(D))

IAFF

- Term: Contract expires August 31, 2018 (Article A(1), B(39))
- Pension Contribution: Classic employees will pay 5% of the employee share of pension costs by the end of the contract (Article B(3))
    - Effective following City Council adoption: 3% pension contribution
    - Effective July 2017: 1% pension contribution
    - Effective January 2018: 0.5% pension contribution
    - Effective June 30, 2018: 0.5% pension contribution
    - Add language related to benefits for "new" PERS members as defined by PEPRA
- Salary: Wage increases of 8.5% over contract term (Article B(1)(a)-(d))
    - Effective following City Council adoption: 2% wage increase
    - Effective July 2017: 3% wage increase
    - Effective January 2018: 2% wage increase
    - Effective June 30, 2018: 1.5% wage increase
- Miscellaneous Terms:
    - Increase in City contribution to cafeteria plan by $60 per month effective January

2017 (Article B(5))

- Memorialize process for advancing through salary ranges (Article B(1)(e))
- Clarify eligibility requirements for administrative pay differential (Article B(2))
- Update kin care leave provisions to comply with applicable law (Article B(10))
- Eliminate historical language related to annual leave (Article B(17))
- Provide employees an option to redeem annual leave into deferred compensation accounts in addition to cash (Article B(17)(b))
- Eliminate limit on new employee usage of annual leave (Article B(17)(e))
- Eliminate antiquated language regarding vacation scheduling (Article B(17)(f))
- Modify grievance and discipline procedures to involve Human Resources Director and provide reopener to discuss modifications to grievance process (Article B(26), B(31))
- Clarify procedure related to notification of dues increases (Article B(27))
- Modify language related to uniform allowances consistent with CalPERS requirements (Article B(33))
- Eliminate references to Employee Thrift Plan participation (Article B(36))
- Add language related to employee resignation and rights upon reinstatement (Article B(36))

OPSMA - Police

- Term: Contract expires August 31, 2018 (¶1)
- Pension Contribution: Classic employees will pay 5% of the employee share of pension costs by the end of the contract (¶6)
  - Effective following City Council adoption: 3% pension contribution
  - Effective July 2017: 1% pension contribution
  - Effective January 2018: 0.5% pension contribution
  - Effective June 30, 2018: 0.5% pension contribution
- Salary: Wage increases of 8.5% over contract term (¶15)
  - Effective following City Council adoption: 2% wage increase
  - Effective July 2017: 3% wage increase

  - Effective January 2018: 2% wage increase
  - Effective June 30, 2018: 1.5% wage increase
- Miscellaneous Terms:
  - Increase in City contribution to cafeteria plan by $60 per month effective January 2017 (¶5)
  - Update contract to reflect modifications to reserve and annual leave provisions agreed upon as part of February 2015 contract extension (¶¶10-11)
  - Eliminate language regarding Employee Thrift Plan participation and drug and alcohol testing program
  - Add half day holidays on Christmas Eve and New Year's Eve consistent with OPOA, which includes employees supervised by OPSMA-Police members (¶14)
  - Add language regarding temporary upgrade pay consistent with provisions applicable to unrepresented employees (¶18)
  - Memorialize current practice of providing straight time overtime to commanders who work shifts as Watch Commander beyond their regular schedule (¶19)

STRATEGIC PLAN

This item is a routine or operational item and does not specifically relate to the City Council's Strategic Priorities.

FINANCIAL IMPACT

Although the MOU changes result in initial higher wage increases than the original budget forecast over the period of FY 16/17 through FY 18/19, the adoption of these four MOU's will result in a cumulative General Fund savings through FY 24/25 of $6.5 million. This savings is attributed to lower direct personnel costs to the General Fund. The other modifications outlined in these MOU's should not impact costs as they are either non-economic in nature or memorialized current practice.

ATTACHMENTS:

Attachment 1: Memorandum of Understanding Between City of Oxnard and Service Employees International Union Local 721, CLC (January 1, 2013 - June 30, 2019)

Attachment 2: Memorandum of Understanding Between City of Oxnard and Oxnard Peace Officers' Association

Attachment 3: Memorandum of Understanding Between City of Oxnard and Local 1684, International Association of Firefighters AFL-CIO

Attachment 4: Memorandum of Understanding Between The City of Oxnard and the Oxnard Public Safety Managers' Association (Police Unit)

Attachment 5: Resolution Adopting Agreements with Service Employees International Union Local 721, CLC, OPOA, Local 1684, IAFF AFL-CIO and OPSMA (Police Unit)

Attachment 6: Resolution For Paying and Reporting the Value of Employer Paid Member Contributions for Employees in the Bargaining Units Represented by SEIU, OPOA, IAFF, and OPSM-Police

MEMORANDUM OF UNDERSTANDING

between
CITY OF OXNARD
and

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721, CLC

*January 1, 2013 – June 30, ~~2018~~**2019***

TABLE OF CONTENTS

PREAMBLE

This Memorandum of Understanding (MOU) is entered into by and between the City of Oxnard (City) and the Service Employees International Union CTW, CLC, Local 721, (SEIU Local 721), and represents the full and complete agreement of City and SEIU Local 721 for the term hereof concerning wages, hours, and terms and conditions of employment.

ARTICLE 1

IMPLEMENTATION

City staff agrees to recommend to the City Council and SEIU Local 721 representatives agree to recommend to its members the adoption and approval, respectively, of this MOU. City and SEIU Local 721 agree that this MOU shall not be binding, either in whole or in part, unless and until approved by the membership of SEIU Local 721 and duly adopted by the City Council.

ARTICLE 2

RECOGNITION

This MOU shall apply only to regular full-time and regular part-time employees to the extent provided for in Article 30, herein, occupying positions in the classifications specified as comprising the Professional, Technical & Administrative Support Unit (Unit). This MOU shall also apply to those limited benefit employees (LBEs) designated for inclusion in the bargaining unit pursuant to the stipulation entered into between the City and SEIU Local 721 in March 2009, a copy of which is attached to this MOU and incorporated herein by reference. Nothing in this MOU shall grant any additional compensation, benefit, term or condition of employment to any LBE which did not apply to the LBE prior to the effective date of this MOU unless specifically made applicable to LBEs by express provision of this MOU.

ARTICLE 3

CITY RIGHTS

SEIU Local 721 recognizes that City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects, subject to this MOU. SEIU Local 721 recognizes that the City Manager and Department Directors have and will continue to retain exclusive decision-making authority on matters not expressly modified by specific provisions of this MOU. SEIU Local 721 recognizes that the exclusive rights of City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent agencies, to set standards of services to be offered to the public, and, through its City Manager and Department Directors to exercise control and discretion over its organization and operations, to establish and implement administrative regulations and employment rules and regulations consistent with law and the specific provisions of this MOU, to direct employees, to classify and reclassify positions, to take disciplinary action for just cause, to relieve employees from duty because of lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and numbers and kinds of personnel by which City's services are provided, including the right to schedule and assign work and overtime, and to otherwise act in the interest of efficient service to the community.

ARTICLE 4

SEIU LOCAL 721 RIGHTS

1. Release Time for Stewards

City agrees that the stewards of SEIU Local 721 have the right to paid release time for the time spent representing an employee under the grievance procedure and the disciplinary action procedure herein subject to the following:

a) SEIU Local 721 may designate up to twelve (12) Unit employees as stewards and shall in writing notify the City Manager and Human Resources Director of such designations. There shall be no obligation on City to change or adjust normal program scheduling or assignments of employees as a result of such designations. Employees may select a steward of choice from those twelve (12) Unit employees listed in the writing by the City Manager and Human Resources Director.

b) One such steward may, when SEIU Local 721 is designated in writing by an employee as his/her representative, attend mutually scheduled grievance or disciplinary action meetings and hearings with Department Directors without loss of pay or benefits. In no event shall the steward use this paid release time for any other purpose, such as gathering information, interviewing the subject employee or witnesses, or preparing a presentation.

c) City shall authorize stewards and/or officers to be able to attend employer-employee relations seminars. The stewards and/or officers may use available vacation leave or compensatory time off to account for the absence from work. Requests for attendance at such events must be submitted to the City Manager at least 10 working days in advance of the event, or the City Manager may deny the request.

2. SEIU Local 721 Staff Representatives

SEIU Local 721 staff representatives shall be admitted to the buildings and grounds of City during working hours for the purpose of assisting in the resolution of grievances or disciplinary actions, so long as such admittance will not interfere with any work operation or the safety and security of any work site. Such staff representatives will check in with a designated Division Manager and will be required to conform with the operational and safety regulations and procedures as directed by the Division Manager.

3. List of Unit Employees

Biweekly, City shall provide SEIU Local 721 with a list of Unit employees and their membership status. Upon reasonable request, City will provide SEIU Local 721 with a list of Unit employees, their classifications and divisions, and updates as to transfers, promotions, new City employees, separations from service within the Unit, current address, and phone number.

4. Payroll Deductions/Membership Dues

a) City shall deduct from the biweekly paycheck of SEIU Local 721 members the regular periodic SEIU Local 721 membership dues (as certified in writing to the City Manager by an authorized official of SEIU Local 721), and the cost of regular periodic SEIU Local 721 sponsored insurance benefits pursuant to City's deduction authorization form, duly completed and signed by the Unit employee. City shall transmit such deductions biweekly to SEIU Local 721.

b) City shall deduct representation service fees from the paychecks of those employees subject to Section 5 herein and transmit promptly those fees to SEIU Local 721. Such deductions shall be made only when the Unit employee's earnings for a pay period are sufficient to pay such fees after other legally required deductions are made.

c) SEIU Local 721 agrees that City has no liability on account of any actions taken or not taken pursuant to this section.

5. Maintenance of Membership/Representation Service Fee

a) All Unit employees who on the effective date of this MOU are members of SEIU Local 721 and all employees who thereafter voluntarily become members of SEIU Local 721 shall maintain their membership in SEIU Local 721, subject to the right to resign from membership and pay a representation fee in lieu of membership dues during the last seven (7) calendar days of June of each year.

b) All Unit employees hired after October 19, 1996, who choose not to become members of SEIU Local 721 shall be required to pay to SEIU Local 721 a representation service fee. City agrees that becoming a member of SEIU Local 721 or signing up to pay the representation service fee shall be a condition to commence employment with City. The representation service fee represents the employee's proportionate share of SEIU Local 721's cost of legally authorized representation services on behalf of Unit employees in their labor relations with City. Such representation service fee shall in no event exceed the regular, periodic membership dues paid by Unit employees who are members of SEIU Local 721. SEIU Local 721 shall provide affected Unit employees with the financial information required by law.

c) The representation service fee arrangement provided by this section may be rescinded by majority vote of those voting in a secret ballot election in which all Unit employees are eligible to vote provided that:

1) a request for such vote is supported by a petition containing the signatures of at least thirty percent of Unit employees; and

2) the vote is taken at any time after November 15, 1997, but in no event shall there be more than one vote taken during any one City fiscal year.

d) The sufficiency of petitions shall be determined, and the election conducted by the State Mediation and Conciliation Service.

e) SEIU Local 721 shall make available to Unit employees required to pay a representation service fee under this section, at its expense, an escrow and administrative appeals procedure for challenging the amount of the fee that complies with the requirements of law.

f) SEIU Local 721 agrees to fully indemnify City and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of City under this section, and to reimburse City for its attorneys' fees and costs in defending against any such claims, proceedings or liability.

g) Any unit member who is a member of a bona fide religion or religious body or sect whose traditional tenets or teachings include conscientious objections to joining or financially supporting public employee organizations shall not be required to join or support the Union financially as a condition of employment. Such employee, in lieu of payment of union dues, initiation fees or a representation service fee, shall instruct the City in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to a non-religious, non-labor charitable organization selected by such employee, or, in the absence of such selection, as agreed upon by the Union and the City. Any such charitable organization must be exempt from taxation under section 501(c)(3) of the Internal Revenue Code. The charitable fund(s) designated shall include the name, address and phone number for which the employee intends to submit the charitable contribution in lieu of the agency shop fee.

Proof of *payments to such fund(s) shall be required to be submitted at the end of each calendar month of Payroll for verification with a copy of proof to be* forwarded to the Union.

6. Meeting Locations

a) Upon request of SEIU Local 721, City may provide SEIU Local 721 with a location for a meeting to occur outside working hours of the attendees, provided such space is available and SEIU Local 721 complies with all City and department rules, policies, and directions. Such meetings shall not interfere with City operations. Requests for use of City facilities will be made in advance to the City Manager or his/her designee, and will indicate the date, time, and general purpose of the meeting for which the facilities are requested.

b) SEIU Local 721 understands and agrees that the City Manager, or his/her designee, may deny the request based on his/her judgment that the purpose of the meeting makes such use inappropriate.

7. Bulletin Boards

a) City agrees that SEIU Local 721 may use designated bulletin boards or portions of boards. A copy of all material to be displayed upon a bulletin board shall be provided to the affected Division Manager or his/her designated representative. If the Division Manager objects to the contents of such material, he/she shall notify SEIU Local 721 staff. In such event, the materials shall not be placed on the bulletin board, based upon the Division Manager's objections, and, if an agreement cannot be reached between SEIU Local 721 and the Division Manager, the matter shall be referred to the Human Resources Director for resolution. For Citywide postings, individual Division Manager permission is not required. SEIU Local 721 is responsible for posting and removal of material upon the designated bulletin board and for the neat and orderly maintenance thereof.

b) SEIU Local 721 shall, with the approval of the City Manager, have the use of the City email for the purpose of communication of SEIU Local 721/City business such as scheduling joint meetings and appointments and informing members of possible tentative agreements.

8. Distribution of SEIU Local 721 Materials

SEIU Local 721 may distribute materials on City premises, at locations designated by the City Manager, before and after scheduled working hours or in non-work areas during scheduled working hours provided that both the employee distributing and the employee receiving such material are not on City time and so that such distribution shall not interfere with City operations.

ARTICLE 5

EMPLOYEE RIGHTS - PERSONNEL FILES

1. Review of Personnel Actions

No evaluation of employee performance, salary action, resolution of grievance, or disciplinary action shall be placed in the personnel file of an employee without the employee being afforded a reasonable opportunity to read and to receive a copy of such material. The employee must acknowledge that he/she has read such material by affixing his/her signature to it. City understands that such signature does not necessarily indicate agreement by the employee of the content of the material. If the employee refuses to sign, the material shall be placed in his/her personnel file with an appropriate notation by the person filing the material.

2. Personnel File Inspection

With the exception of confidential material, such as letters of reference, examination rating sheets, and employment background investigations, an employee shall have the right to inspect the contents of his/her personnel file, or he/she may designate in writing a steward or SEIU Local 721 staff to inspect his/her file.

ARTICLE 6

PERS/PARS WAGES

1. Payment of Employee's PERS Contribution

a) ~~City shall pay that portion of each Unit employee's contribution to the Public Employees Retirement System (PERS) equal to seven percent of the wages upon which the employee's retirement contributions are computed. (This section applies to employees in y-rated positions.) This payment shall not be considered wages by City but shall be made pursuant to Section 414(h)(2) of the Internal Revenue Code.~~ **Effective the first full pay period following ratification by SEIU and adoption by the City Council, "classic" PERS members, defined as employees hired on or before January 1, 2013 and enrolled in the 2@55 retirement plan, shall pay three percent (3.0%) of pensionable compensation towards the required employee contribution to PERS. The employee contribution, as determined by CalPERS, is presently set at seven percent (7.0%) of pensionable compensation. The City shall pay the remaining four percent (4.0%) of the required employee contribution. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.**

b) ~~City shall provide in its contract with PERS for all Unit employees a 2 percent (2%) at age fifty-five (55) and highest consecutive twelve-month period retirement formula.~~ **Effective the first full pay period of July 2017, "classic" PERS members will contribute an additional one percent (1.0%) of pensionable compensation towards the required employee contribution to PERS, for a total of four percent (4.0%) in employee contributions to PERS. The City shall pay the remaining three percent (3.0%) of the required employee contribution. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.**

c) Effective the first full pay period of January 2019, "classic" PERS members will contribute an additional three percent (3.0%) of pensionable compensation towards the required employee contribution to PERS, for a total of seven percent (7.0%) in employee contributions to PERS. Employees shall pay the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code. No portion of the employee contribution shall be paid by the City.

d) City shall provide in its contract with PERS the Fourth Level Survivor Benefit and Military Service Credit for Unit employees.

e) ~~City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PERS.~~

f) Employees hired on or after January 1, 2013, who are "new members" as that term is defined in the Public Employee Pension Reform Act ("PEPRA"; Government Code section 7522 et seq.) shall be subject to the provisions of PEPRA, including but not limited to the following:

- 2% at age 62 retirement formula;
- Retirement benefit based on highest 36 consecutive months;
- Employees will pay a "membership contribution" to PERS at the rate established by PERS, which in ~~2013~~ **FY2016-17** is ~~6.5%~~ **6.00%** of payroll**, and which may change from year to year**. This shall be paid by the employee by payroll deduction. No portion of the member contribution shall be paid by the City;
- New members shall receive the 4th level survivor benefit and Military Service Credit.

~~The parties agree to reopen this Agreement at the request of either the City or Union during month of January 2016 solely on the issue of "classic" unit employees' payment of PERS member contributions.~~

2. Payment of Employee's PARS Contribution

a) City shall provide to all Unit employees Public Agency Retirement System (PARS) supplemental retirement benefits to include the three percent (3%) at age sixty (60) supplemental retirement formula and the highest consecutive twelve-month period retirement formula.

b) The City's total contribution to PARS on behalf of Unit employees shall be equal to six percent (6%) of the wages upon which the Unit employee's retirement contributions are computed.

c) City shall report to PARS as compensation earnable pursuant to California Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PARS.

d) Employees hired on or after January 1, 2013, who are "new members" as defined in the Public Employee Pension Reform Act ("PEPRA"; Government Code section 7522 et seq.), including "classic" employees coming from another CalPERS jurisdiction, shall not be eligible to receive any PARS benefit.

3. Definition of Base Wages

Base wages shall mean the hourly rate of pay earned by an Unit employee within a salary range assigned by City to the classification occupied by the employee. Base wages does not include longevity pay, educational incentive award, overtime pay, standby pay, bilingual pay, cafeteria plan monies or other additional payments earned by an employee pursuant to this MOU.

4. **Base Wage Adjustments**

a) Effective the first full pay period following ratification by SEIU and adoption by the City Council, all unit employees shall receive a two percent (2.0%) increase in base wages.

b) Effective the first full pay period of July 2017, all unit employees shall receive a two percent (2.0%) increase in base wages.

c) Effective the first full pay period of July 2018, all unit employees shall receive a two percent (2.0%) increase in base wages.

d) **Effective the first full pay period of January 2019, all unit employees shall receive a three percent (3.0%) increase in base wages.**

ARTICLE 7

SALARY PLAN

1. Original Appointment of Unit Employee

City agrees that the beginning base wages of an employee upon original appointment to a classification within the Unit shall be no less than the minimum designated base wages for that classification.

2. Promotions

a) In the event a Unit employee is promoted from one classification to another, the beginning base wage shall be at least five (5) percent greater in amount than the employee's current base wage. However, the new base wage shall in no event be greater in amount than the maximum base wage of the higher classification to which the employee is promoted, regardless of percentage of increase.

b) Unit employees entering the following professional classification series after July 1, 1986, will not be eligible for flexible staffing:

1) Accountant (Junior, I, II)
2) Civil Engineer (Junior, Assistant, Civil)
3) Crime Analyst (I, II)
4) Housing Accountant (I, II)
5) Librarian (I, II)
6) Planner (Junior, Assistant, Associate)
7) Traffic Design Engineer (Junior, Assistant, Traffic Design)

c) The City shall endeavor to fill posted positions that fall within the bargaining unit covered by SEIU Local 721, which are included in the City's current classification plan, as long as the applicants meet all the minimum qualifications for the position and meet and/or pass whatever testing may be given to fulfill requirements for the position, in the following order:

1) Regular full-time employees;
2) Regular part-time employees;
3) Limited benefited employees.

3. Payroll Period - Biweekly

Unit employees shall accrue sick leave and vacation leave and be paid base wages on a biweekly basis. The payroll checks for each pay period shall customarily be issued to authorized representatives of City departments not later than the Friday following the end of each biweekly pay period. However, in cases where the Friday payday falls on a holiday, payroll checks shall be issued before the end of the prior workday.

4. Pay on Separation from Service

When a Unit employee is separated from service, all wages and benefits then due such person from City service, that are under City's control, shall be paid within ten (10) working days of such separation subject to the person completing the checkout process.

5. Effective January 1, 2014, the attached document entitled "SEIU Step Matrix" shall be adopted and shall be part of this MOU.

On January 1, 2014, the hourly rate of each member of the bargaining unit shall be changed to the step closest to that member's current hourly rate for his or her pay grade, with the understanding that no employee subject to this MOU shall experience a reduction in hourly rate as a result of this provision.

Beginning July 1, 2014, each employee subject to this MOU shall, on the employee's next City date of in-class anniversary, have the employee's hourly rate increased to the next highest step in the employee's pay grade. To be eligible for a step increase the employee's then most recent performance evaluation must reflect an overall assessment of "meets job requirements" or better. No step increase shall be given to an employee whose most recent performance evaluation rating was "unsatisfactory" or "needs instruction & development."

ARTICLE 8

LONGEVITY PAY

Unit employees who have completed five (5) regular full-time years of service shall be paid a sum equal to one (1%) percent of the base wages paid to the employee. Employees who have completed ten (10) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of two (2%) percent of the base wages paid to the employee. Employees who have completed fifteen (15) regular full-time years of service shall be paid a sum equal to an additional one (1%) percent, making a total of three (3%) percent of the base wages paid to the employee. The additional payment for longevity of service shall be made at each time any installment of base wages is made to the employee.

ARTICLE 9

OVERTIME COMPENSATION

1. Entitlement to Compensation

When a Unit employee is assigned and works beyond forty (40) hours per designated one hundred sixty-eight (168) consecutive hours work period, the employee is entitled to overtime compensation.

2. Leave as Time Worked for Overtime Compensation

Duly authorized paid holiday leave, vacation leave and sick leave shall be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation. All other duly authorized paid leave time shall not be considered as time worked for the purposes of determining an employee's eligibility for overtime compensation.

3. Authorization of Overtime Work

A Unit employee shall be compensated for overtime work only if assigned to such work by an authorized representative of City. The offer to work overtime shall first be made to regular full-time Unit employees.

4. Regular and Overtime Compensation

a) A Unit employee’s regular rate of pay shall include base wages, longevity pay, educational incentive award, bilingual pay, shift differential pay and standby pay.

b) A Unit employee shall be compensated for overtime work at one and one-half times the employee’s regular rate of pay to the nearest tenth of an hour.

c) Unit library employees who work on Sunday shall receive pay at one and one-quarter (1.25) times the regular rate of pay for all hours actually worked on Sunday unless otherwise entitled to the higher rate of pay per Section 4(b) above.

d) In lieu of cash payment for overtime hours worked, a Unit employee may request to accrue compensatory time-off credits at the rate of one and one-half (1.50) hours, credit for each overtime hour worked, up to a maximum accumulation of one hundred (100) hours, subject to the approval of the City Manager or designee. The request for compensatory time-off credits must be made at the time the overtime is worked.

e) Use of compensatory time-off credits in excess of forty hours (40) is subject to being scheduled by the employee's Division Manager with a seven (7) calendar day advance notice to the employee by the Division Manager.

f) City shall cash out all compensatory time-off credits of an employee over forty (40) during the last pay period in the City fiscal year. Unit employees may request that the forty-hour limit for compensatory time-off credits be increased up to a maximum of one hundred 100 (100) hours. Employee requests to exceed the forty-hour (40) limitation shall be subject to the approval of the City Manager.

g) Employee use of compensatory time-off credits shall be subject to approval and scheduling by the Division Manager.

h) If a staff or City meeting that a Unit employee is expected to attend is scheduled for a time other than during the Unit employee's regular work schedule, the Unit employee shall, with the Unit supervisor's permission, work the time between the end of the regular work schedule and the City meeting and receive overtime, compensatory time off, or an adjustment to the Unit employee's regular work schedule on the following workday.

ARTICLE 10

STANDBY PAY

When a regular full-time Unit employee is ordered to remain at home to be available for immediate emergency call back to work at times that the employee is not otherwise scheduled to be nor is on duty, the employee shall be compensated for such standby hours that he/she remained at home at sixty-six (.66) cents per hour. Notwithstanding anything else to the contrary, an employee on standby status on a holiday designated in Article 29 of this MOU shall be paid at the employee's regular rate of pay during his/her normal shift hours for being "on duty" plus eight (8) additional hours added to his/her vacation leave. In addition, the employee shall receive an additional one-half (.5) times regular pay for all hours called back to work on the holiday if assigned to standby duty.

ARTICLE 11

CALL-BACK PAY

A Unit employee called back to work after leaving work from a shift or called back to work while on standby status shall be entitled to a minimum of two (2) hours of overtime compensation. During these times the employee is entitled to pay under this Article, he/she shall not be credited with standby pay under Article 10.

ARTICLE 12

COMPENSATION FOR NIGHT WORK

Those regular full-time Unit employees who work fifty percent (50%) or more of their work shift between 6:00 p.m. and 7:00 a.m. shall receive a five percent (5%) increase in base wages for the entire shift worked.

ARTICLE 13

BILINGUAL PAY

1. Rate of Bilingual Pay

A regular, full-time Unit employee may receive bilingual pay at the rate of twenty dollars ($20.00) biweekly to the extent the employee is required to provide bilingual services as determined by the City Manager or designee. Bilingual pay shall also be applicable to limited benefit employees (LBE) working forty (40) hours per work week.

2. Conditions for Receipt

Bilingual pay shall be paid subject to the employee satisfying the following conditions:

a) The employee's position has been designated by the City Manager or designee as one qualifying for bilingual pay on the basis that:

1) The predominant and primary focus of the position is to communicate in person or by telephone with members of the public in connection with providing City services and the employee on a regular ongoing basis in the course of carrying out usual job duties, is called upon to utilize a language other than English in communicating with the members of the public, or

2) On a regular, daily basis the employee is called upon by the City to provide a language other than English interpretation or translation services for other City employees in connection with the performance of the usual job duties of such other employees.

3) The employee is determined by the City Manager or designee to be fluent in a language other than English and the employee possesses and displays a sensitivity for the cultural needs of the City's other than English speaking population.

ARTICLE 14

OUT-OF-CLASS PAY

1. Conditions for Receipt

A Unit employee who is temporarily required to serve in a regular authorized position in a classification with a higher salary range (higher classification) than the employee currently serves in shall be compensated at the higher base wages in accordance with the following terms and conditions:

a) To be eligible for higher base wages, the Unit employee must first serve in the higher classification for more than forty (40) consecutive hours.

b) Temporary assignments to higher classifications shall be recorded only in full shift units. No out-of-class pay shall be given for out-of-class work of less than an eight-hour shift.

c) The Unit employee must be assigned to assume the majority of duties and responsibilities of the higher classification.

d) The employee's time worked in a higher classification shall not be counted toward the completion of probationary requirements in the higher classification.

2. Conditions for Non-Authorization

Out-of-class pay is not authorized, for example, if the organization of a division is such that each Unit employee carries on his/her usual job duties during the temporary absence of a Division Manager, without the direction which the Division Manager would provide on a longer term basis.

3. Amount of Out-of-Class Pay

A Unit employee satisfying these terms and conditions shall be compensated at the minimum base wages established for the higher classification for each completed work shift served in the higher classification after serving in the classification for more than forty (40) consecutive hours, or five percent (5) above the employee's base wages, whichever is greater. However, in no event shall the employee receive an amount greater than the base wages for the maximum step for the higher classification.

ARTICLE 15

DEFERRED COMPENSATION

Unit employees shall continue to have the right to participate in a deferred compensation program so long as such program is offered by City.

ARTICLE 16

TUITION REIMBURSEMENT

1. Amount of Reimbursement/Conditions

City shall pay up to one hundred percent (100%) of the costs of tuition, registration fees, laboratory fees, and books to a maximum of one thousand ($1000) dollars per employee per City fiscal year for work-related courses presented by accredited academic institutions, subject to the following conditions:

a) Only full-time Unit employees shall be eligible for reimbursement.

b) Courses that qualify for this reimbursement are those that directly relate to the employee's duties with City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher. Certificate and vocational courses shall be reimbursable under this section.

c) Courses that do not qualify for this benefit are those taken to bring unsatisfactory job performance up to an acceptable level, those duplicating in-service training or other training the employee has already received, and those for which the employee received reimbursement from any other source.

d) There shall be no obligation for City to reschedule the work hours of any employee to facilitate attendance at any course of study.

e) To receive reimbursement, the Unit employee must file a claim, with the Human Resources Department, within thirty (30) days of receipt of a passing grade as described in subsections (a) and (b) above. City shall reimburse the Unit employee within forty-five (45) days of the submission of the approved claim.

f) Any non-reimbursed portion of a Unit employee's tuition and fees reimbursement may be carried over, by the employee, to the following fiscal year to be used to reimburse any non-reimbursed portion of the tuition and fees expense incurred by the Unit employee.

2. Limits on City's Obligations

City assumes no obligations other than those expressly provided for in this Article, nor does City assume any liability that might relate to an employee's voluntarily pursuing course work which may entitle him/her to reimbursement under this Article.

ARTICLE 17

PERSONAL PROPERTY REIMBURSEMENT

1. Conditions for Reimbursement

Through no fault of their own, when employees have an item of personal property damaged or stolen while in the performance of City Unit, and when that item is necessarily worn, carried or required as part of the job, the employee may submit a claim for reimbursement to the Human Resources Director. Such claim must be filed within five (5) working days after the loss occurred.

2. Amount of Claim

The minimum claim shall be for ten dollars ($10) per loss. Claims of under ten dollars ($10) shall not be paid. The maximum amount City shall pay any employee is two hundred fifty ($250) dollars in one calendar year.

3. Level of Reimbursement

a) Reimbursement will be based on the depreciated value of the item at the time of the loss or damage, or cost of repair, whichever is less, after offset for any insurance reimbursement the employee receives.

b) The amount of reimbursement for glasses, hearing aids or other personal prosthesis will be replacement cost or the repair cost of items that are repairable, whichever is less, less any insurance payment the employee receives. The amount of reimbursement shall not include the cost of fittings or examinations and will be subject to the ten dollar ($10) minimum claim limit and the annual maximum payment of two hundred fifty ($250) dollars.

c) Stolen or damaged watches required by employment will be reimbursed at their functional value (i.e., minus their jewelry value) to the annual maximum of two hundred fifty ($250) dollars. An employee shall be reimbursed for such stolen or damaged watches subject to a ten dollar ($10) deductible.

4. Exclusions

The damage or theft of jewelry, automobiles or automobile equipment, and tools and uniform items covered by a City allowance, will not be reimbursable.

ARTICLE 18

EDUCATIONAL INCENTIVE AWARD

1. Requirements

Unit employees shall be eligible to receive an educational incentive award, in addition to base wages, for educational attainments not specifically required by the Unit employee's classification pursuant to the official class specifications maintained by the Human Resources Department: The educational incentive award shall be related to the attainment of the following degrees:

a) Associates in Arts/Science Degree - two and one-half percent (2.5%)
b) Bachelor's Degree - three percent (3%)
c) Graduate Degree - three and one-half percent (3.5%)

2. Limitations

Unit employees eligible for an educational incentive award shall be entitled to receive only one level of educational incentive award for the highest degree attained. Incentive awards shall be granted pursuant to this article only after submission by the employee of appropriate documentation to the Human Resources Department. Unit Employees who are receiving educational incentive awards under the City's award program as of July 3, 2004, shall not receive a lesser percentage award under this program than the employee received under the previous program.

ARTICLE 19

MILEAGE COMPENSATION

1. Reimbursement Required

When Unit employees are required by City to use their personal vehicle to perform their assigned duties for City, and they so utilize their own vehicles in traveling directly and uninterruptedly from one assigned work location to another assigned work location, City shall compensate the employee as provided herein.

2. Claim Procedure

Unit employees shall make claims for mileage compensation in accordance with a periodic schedule specified by City. The employee shall submit the claim to the Division Manager on the designated City form, duly completed and signed by the employee.

3. Insurance for Regular Users

Unit employees who are regular users of personal vehicles shall be compensated at the rate of one and one-half cents per mile above the mileage rate authorized by the Internal

Revenue Code, and shall have in effect and have submitted to City a copy of a certificate of automobile insurance confirming that the insurance policy provides no less than one hundred thousand dollars ($100,000) public liability/property damage coverage, and that the policy names City as an additional insured. Regular users of personal vehicles means Unit employees who are required by City, in the performance of their duties, to drive their personal vehicles on a regular, continuing and usual basis, and in fact so use their vehicle.

4. Reimbursement for Other than Regular Users

Unit employees who are not regular users of personal vehicles but otherwise qualify under Section 1, and otherwise meet the provisions of this Article, shall be compensated at the mileage rate authorized by the Internal Revenue Code.

ARTICLE 20

UNIFORM ALLOWANCE

City shall provide uniforms, or portions of uniform costs, or uniform service, to each employee required by City to be "uniformed." Employees designated as uniformed are those required to wear uniforms and/or safety shoes as a condition of employment. In addition, City will provide legally required safety equipment, and pay the cost for repairing uniforms damaged in the course and scope of employment without negligence by the employee.

ARTICLE 21

INSURANCE

1. Health Insurance

The City shall, as required by State law, contribute to payment of the cost of a Unit employee's health insurance provided by the Public Employees Retirement System.

The City agrees to offer affordable health coverage that meets minimum value standards under the Patient Protection and Affordable Care Act (PPACA) to all eligible employees. An eligible employee is one who qualifies as full-time under the Look Back Measurement Method Safe Harbor, as adopted by Resolution and implemented under the City's implementation plan.

The parties agree to meet during the term of this MOU to discuss the possibility of the Ventura County Health Care Plan becoming another option for bargaining unit employees for health care services. The parties understand that a precondition of making this additional option available is permission granted by the Public Employees Retirement System in allowing this option without violating the Public Employees Medical and Hospital Care Act (PEMHCA).

2. Life Insurance

City shall continue to pay one hundred percent (100%) of the current premium for employee-only coverage under the existing level of benefits for life insurance.

3. Long-Term Disability Insurance

City agrees to maintain an SEIU Local 721 administered long-term disability (LTD) insurance plan for Unit employees. Effective November 10, 2000, City shall pay the cost of the LTD plan subject to a maximum cost of .35% of Unit employee's base wages. If the cost exceeds .35% of Unit employee's base wages, City and SEIU Local 721 shall meet to develop a fair method to distribute the additional cost to Unit employee's Cafeteria Plan monies. SEIU Local 721 shall hold City harmless on any issues related to the LTD insurance plan.

4. Dental Cafeteria

City shall contribute the sum of thirty-four dollars and twenty-five cents ($34.25) biweekly to the Unit employee's dental insurance program for dental programs provided by the City.

5. Cafeteria Plan

During the term of this MOU the City shall contribute $719.36 per month per bargaining unit employee towards the employee's Cafeteria Plan allocation.

6. Limited Benefit Employees (LBEs)

Fore LBEs meeting the definition of a "Full-Time" employee as defined by the Affordable Care Act (ACA), the City will contribute the minimally required contribution as set forth in the ACA. The health care allowance for LBEs presently receiving a higher health care allowance than required by the ACA will receive the minimally required contribution amount as soon as administratively possible following adoption of this Agreement by the City Council but no earlier than the first full pay period following adoption of this Agreement by the City Council.

LBEs working less than, on average annually, thirty (30) hours per week, shall be eligible to purchase health insurance offered by the City through the City at no cost to the City and without any City obligation to cover any costs incurred by the LBE. Further, the City has no obligation to intervene on behalf of the LBE regarding any problems or issues the LBE may have with the insurer.

ARTICLE 22

VACATION LEAVE

1. Accrual

Full-time Unit employees shall earn vacation leave for each biweekly pay period of service or major fraction thereof, as set forth in the following table:

Years of Service	**Vacation Credit for Full-Time Service Hours Per Biweekly Period**	**No. of Hours of Vacation Earned for 26 Pay Periods**
Less than 5	4.39	114.14
5 but less than 6	5.00	130.00
6 but less than 7	5.31	138.01
7 but less than 8	5.62	146.02
8 but less than 9	5.92	154.00
9 but less than 10	6.23	162.01
10 but less than 11	6.54	170.01
11 but less than 12	6.85	178.00
12 but less than 13	7.15	186.00
13 but less than 14	7.46	194.02
14 but less than 15	7.77	201.99
15 or more	8.08	210.00

2. Scheduling

Accrued vacation leave may be taken at one time, or may be taken several days at a time. The vacation leave is to be scheduled between the Unit employee and the Division Manager in such a manner that the employee’s absence will not impair division operations.

3. Carrying Forward

Ordinarily, vacation leave shall be taken as earned or within the calendar year following the year that vacation leave is accrued. However, vacation leave may be carried forward to the following calendar year in accordance with the following provisions:

a) The maximum amount of vacation leave an employee may carry forward as of the last complete pay period in the calendar year shall not exceed twice the number of hours of vacation leave that the employee currently earns in twenty-six (26) biweekly pay periods.

b) The City Manager may waive the maximum amount of vacation leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.

4. Additional Vacation Leave in Lieu of Sick Leave

At the end of the last complete pay period of each calendar year, one-half of any of that calendar year's accrued but unused sick leave in excess of the six hundred (600) hour authorized maximum sick leave accumulation may be converted by the employee in accordance with Article 23, Section 3, to vacation leave, effective the first pay period of the next calendar year.

5. Redemption

After five (5) regular full-time years of service, an employee may receive pay in lieu of up to forty (40) hours of vacation leave once during each calendar year. After ten (10) regular full-time years of service, an employee may receive pay in lieu of up to eighty (80) hours of vacation leave once during each calendar year. After fifteen (15) regular full-time years of service, an employee may receive pay in lieu of up to one hundred (100) hours of vacation leave once during each calendar year. All requests hereunder must be made by the employee in writing on a City form, and submitted to the General Accounting Division (payroll) during the month of July or the month of December.

6. Severance Pay

Any employee who leaves the service of City shall be paid for accrued vacation leave to which the employee is otherwise entitled at his/her then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

7. Injury or Sickness During Vacation Leave

When an employee is injured or becomes sick while on authorized vacation leave and is committed to a hospital or confined to a bed by a physician, the employee may exchange sick leave on an equal time basis for vacation leave in accordance with the following provisions:

a) Upon such injury or sickness, or as soon thereafter as is reasonably practical, the employee must notify the Division Manager of the injury or sickness.

b) The employee must, upon return to work, provide to City a declaration from the attending medical provider confirming the injury or sickness that must include a notation as to the number of days that the employee would have been unable to work.

c) If the employee's injury or sickness continues, or is expected to continue, beyond the currently approved vacation leave, the employee shall notify the Division Manager as soon as he/she has knowledge of the need for sick leave beyond the end of the vacation leave. In any event, the employee shall notify the Division Manager no later than the start of the shift on the day the employee is scheduled to return to work from the vacation leave.

ARTICLE 23

SICK LEAVE

1. Accrual

Full-time Unit employees earn three and seven-tenths (3.7) hours of sick leave for each biweekly pay period of service or major fraction thereof.

2. Maximum Limit

An employee may accumulate sick leave without maximum limit but in no event shall City have any liability for cash-out or conversion of hours in excess of six hundred (600) except as otherwise provided below.

3. Conversion to Vacation Leave

During the last full pay period of December, each Unit employee may elect to convert to vacation leave any unused sick leave earned during the preceding twenty-six pay periods which exceed the six hundred (600) hour maximum. City shall convert the employee's sick leave to vacation leave by dividing the sick leave to be converted by two and crediting the sum as vacation leave. If an employee does not exercise this conversion option, he/she shall retain those hours in excess of six hundred (600) for the sole purpose of utilization while sick or injured and shall not be eligible for any further cash-out or conversion with respect to such hours.

4. Notification to Division Manager

a) If a Unit employee is absent because of injury or sickness, he/she is required to notify the Division Manager of such injury or sickness at least thirty (30) minutes before the shift begins, or within one-half hour after the start of the shift if there is not a scheduled employee designated to take the call before the start of the shift.

b) Sick leave requests for absence beyond three (3) days may require documentation by a licensed physician or other means of verification acceptable to certify the appropriateness of leave.

c) When absences are properly scheduled with the Division Manager, leaves of absence for necessary dental, optical, or other medical attention shall be considered as sick leave.

5. Pregnancy

The benefits of this Article apply to disability caused by pregnancy.

6. Penalty for Abuse

Sick leave is a Unit employee's privilege and not an absolute right. Violations of sick leave privilege will result in disciplinary action including loss of pay. An employee may be counseled by the employee's supervisor, regarding the employee's absence(s), if any of the following occur:

a) The employee exceeds 96.2 hours of absence, for any reason, during one (1) fiscal year;

b) There is a pattern of absences by the employee such as, but not limited to, on days before or after holidays, or on days before or after weekends; or

c) The employee's supervisor reasonably believes the employee is misusing sick leave.

Such counseling shall take place to help the employee's supervisor understand the circumstances surrounding the absence(s) and/or to assist the Unit employee as needed.

7. Payment Upon Separation from Service

City will redeem fifty percent (50%) of accumulated, unused or unredeemed sick leave, not to exceed six hundred (600) hours, upon death, retirement or separation from service to those employees with a minimum of five (5) years regular full-time service. Redemption of these sick leave hours will be paid at the employee's then current base wages plus any longevity pay, educational incentive award, and bilingual pay being earned as of the effective date of separation from City service.

8. Light Duty

City and SEIU Local 721 agree to implement a light-duty program. Specific guidelines for light duty shall be included in City of Oxnard Administrative Manual.

9. State Disability Insurance

Employees who are totally temporarily disabled (TTD) from working due to non-job related health conditions and are eligible for State Disability Insurance (SDI) benefits may draw down on their bank of accrued unused vacation leave to the extent necessary so that the total of their SDI benefit and their vacation leave payment equals, but does not exceed, their regular gross salary. This apportionment may continue only while the employee is TTD and until the employee's vacation leave accrual is exhausted.

ARTICLE 24

LEAVE OF ABSENCE WITHOUT PAY

City shall provide leaves of absence without pay under the current policy and shall endeavor to return the absent employee to his/her former position upon the employee's return to work.

ARTICLE 25

BEREAVEMENT LEAVE

1. Conditions

The Division Manager may grant up to three (3) days leave of absence with pay to any eligible employee on the death of any member of the employee's immediate family. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of blood line, marriage, adoption or foster care: parents, grandparents, spouse, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), domestic partner, and any blood relative(s) living in the immediate household.

2. Notice to Division Manager

The employee immediately on return from bereavement leave shall furnish to the Division Manager some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be converted to leave without pay.

ARTICLE 26

JURY/WITNESS DUTY

1. Conditions

If an Unit employee is called for jury duty or is subpoenaed as a witness in litigation in which he/she is not a party, he/she shall be granted a leave of absence with pay provided that:

a) The Division Manager has been notified by the employee of the jury duty summons or witness subpoena.

b) The Division Manager could not obtain an excuse for the employee from serving on the jury or as a witness, in those instances where the employee could not be conveniently spared from his/her City duties at the time.

c) The employee refunds to City fees received for jury duty or witness service except travel and actual expense reimbursement as follows:

1) An employee summoned for and assigned jury duty for five (5) days or less may retain the jury service fee paid for jury service.

2) An employee summoned for and assigned jury duty for five days or less may decline payment of the jury service fee.

3) An employee summoned for and assigned jury duty for six (6) or more days is required to accept the payment for jury service and to refund to the City Treasurer all fees for jury service except travel reimbursement.

2. Amount Limited

The leave of absence with pay for witness duty is limited to twenty-four (24) hours in any calendar year.

ARTICLE 27

MILITARY LEAVE

Unit employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code.

City agrees to comply with the California Military and Veterans Code provisions, the federal Uniformed Services Employment and Reemployment Rights Act (USERRA), and the Oxnard City Council resolutions and policies applicable to City employees who are members of the Armed Forces of the United States.

ARTICLE 28

INDUSTRIAL DISABILITY COMPENSATION

1. Entitlement

An employee incapacitated for work because of an injury or sickness arising out of and suffered in the course of City employment is entitled to City industrial disability compensation as provided herein.

2. Amount

During the period that any Unit employee is temporarily disabled, the employee shall receive City industrial disability compensation equal to seventy-five (75%) percent of his/her base wages plus any longevity pay, educational incentive award, and bilingual pay for the period of his/her temporary disability, but not to exceed a total period of twenty-six (26) weeks for any one injury or sickness nor twenty-six (26) weeks per twelve (12) consecutive months for all injuries or sickness.

3. Condition of Eligibility

As a condition of receiving such industrial disability compensation, the employee shall assign to City all temporary disability payments for industrial disability compensation or rehabilitation. An employee who is temporarily disabled shall not be considered to be in a City service status for the purpose of accruing paid leave benefits.

4. Cessation of Benefits

Industrial disability compensation shall cease when the City Manager determines on the basis of medical evidence that the employee is no longer temporarily disabled. The employee shall have the right to submit written medical evidence secured by the employee to the City Manager for the City Manager's consideration before the City Manager makes such determination; so long as such submission is made by the employee on a timely basis as determined by the City Manager. City assumes no expense or liability in connection with such voluntary submission by an employee. The City Manager's determination shall be adjusted to conform to any decision of the Workers Compensation Appeals Board as to when the injury becomes permanent and stationary.

5. Conversion of Other Leave

If an employee is temporarily disabled and unable to return to work on account of such temporary disability after the maximum period provided for in Section 2 above, the employee may elect to convert accumulated sick leave, accumulated vacation leave, or both, into supplementary industrial disability compensation. The amount of leave that may be converted is that amount which will provide supplementary disability indemnity benefits to afford a combined total amount equal to the employee's base wages plus any longevity pay, educational incentive award, and bilingual pay during the period of temporary disability.

6. Report of Injury or Sickness

In the event of an injury or sickness occurring at work, a report of the injury or sickness must be made by the employee to his/her Division Manager without delay. Report of an injury or sickness is mandatory for eligibility to receive benefits provided in this section. When the employee returns to work, a copy of a medical provider's release must be submitted to the Division Manager.

ARTICLE 29

HOLIDAY LEAVE

1. Designation of Holidays

a) City shall observe the following holidays:

New Year's Day (January 1st)
Martin Luther King's Day (the third Monday in January)
Presidents' Day (the third Monday in February)
Cesar Chavez Day
Memorial Day (the last Monday in May)
Independence Day (July 4th)
Labor Day (the first Monday in September)
Veterans' Day (November 11th)

Thanksgiving Day (by Presidential proclamation, usually the fourth Thursday in November)
~~Christmas Eve Day or New Year's Eve Day~~
Christmas Eve (1/2 day)
Christmas Day (December 25th)
New Year's Eve (1/2 day)

b) ~~Unit employees shall receive either Christmas Eve Day or New Year's Eve Day as a City-observed holiday as scheduled and approved by the Unit employee's Division Manager.~~

2. Supplementation of Holiday Leave

Unit employees shall be credited with holiday leave hours for all City-observed holidays based upon the assigned customary daily work schedule of the Unit employee sufficient to compensate the Unit employee for all hours regularly worked by such employee.

3. **Floating Holiday** ~~Thanksgiving Holiday Leave~~

a) **In addition to the holidays listed in Section 1, effective following ratification of this agreement by SEIU and adoption by the City Council, and January 1st of each year thereafter, each permanent, full time employee covered under the terms of this MOU shall be granted floating holiday leave hours equivalent to the employee's standard daily work schedule.**

For employees on a 9/80 work schedule, such holiday leave shall be equivalent to the work schedule for the day of the holiday. If an employee works a variable schedule, then hours shall be granted based on an average daily work schedule. Hours granted under this section shall in no case exceed twelve (12) hours.

~~City will be administratively closed on the day after Thanksgiving Day. If the day after Thanksgiving Day is not a closed Friday on City's work schedule, City will adjust its work schedule to be open on the Friday immediately preceding Thanksgiving Day and will be closed on the Friday after Thanksgiving Day. City will return to the regular work schedule on the following Friday.~~

b) Such leave with pay may be taken, subject to management approval, no later than December 31 of the year in which it was granted. Leave granted pursuant to this provision shall have no cash value beyond that provided herein and shall be lost without benefit of compensation if not taken by December 31 as described above. Leave granted pursuant to this provision may be taken as one full day or two one-half day increments.

~~A change in an employee's work schedule pursuant to this section will not result in any overtime compensation obligations for City.~~

4. Holidays on Weekends

a) City-observed holidays which fall on Sunday shall be observed on the following Monday. City-observed holidays which fall on a Saturday shall be observed on the preceding Friday.

b) Employees who are in paid status on the day that a holiday occurs shall be granted time off, or compensatory time-off, or overtime compensation as appropriate.

ARTICLE 30

PART-TIME EMPLOYEES

Part-time Unit employees shall be entitled to the wages and benefits (including paid leaves) provided for in this MOU in a pro-rated amount of one-half (.5) or three-quarters (.75), based on such proportion of full-time service as is specified by City for the part-time position. However, part-time Unit employees are not entitled to any benefits under Article 8, Longevity Pay, Article 12, Bilingual Pay; and Article 18, Educational Incentive Award Program. Under Article 7, Section 2, Adjustment in Rate of Base Wage, the required periods for advancement shall be extended so as to equate to the hours worked factors specified for full-time employees. Part-time Unit employees shall receive a pro-rated Cafeteria Plan amount specified in Article 21, Section 5, less the amount previously provided for dental insurance ($34.25 biweekly). In addition, part-time Unit employees shall not be eligible for any benefits under Article 21, Insurance, for which they are not eligible due to the conditions of City's insurance plan (such as dental coverage).

ARTICLE 31

HOURS OF WORK

The work schedule for regular full-time Unit employees shall consist of eighty (80) hours during a fourteen (14) day pre-established pay period. The City shall provide no less than ten (10) calendar days' notice of any change(s) in shift, except in those situations where there are operational emergencies or situations that are imperative to the running of the division/department. In such cases, SEIU Local 721 shall be given notice of any such change(s) within ten (10) calendar days.

ARTICLE 32

TRANSFER

1. Conditions

For purposes of this Article, "transfer" means a change from one position to another position having substantially the same salary range. Transfer shall not be used to effectuate a promotion, demotion, or to impose disciplinary action. However, an employee may be transferred for the purpose of facilitating a more satisfactory level of performance by the employee. Upon approval of the City Manager, and after notice to the affected employee, an employee may be transferred at any time.

2. Probationary Period After Transfer

If a transfer is effected at the request of an employee, the City Manager may, as a condition of approving the transfer, require that the employee serve a probationary period in the new position, unless the employee previously held permanent status in the position transferred to. Where positions have the same duties, pay rate and/or position title, the probationary period shall be no more than six months. Where pay rates are the same but duties may vary or require other knowledge and/or experience, the supervisor and transferring employee shall agree to a probationary period that may be extended up to twelve months after a review occurring before six months after the transfer.

ARTICLE 33

RESIGNATION

1. Advance Notice

An employee may resign from City service at any time. An employee resigning from City service, however, shall give a minimum of two (2) weeks notice to his/her Division Manager in order to enable City to make proper provisions for filling his/her position. If the employee fails to provide at least two (2) weeks notice, the City may enter a notation of that fact in the employee's personnel file.

2. Forfeiture of Privileges

Upon resignation, the employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section 3.

3. Reinstatement

Any employee who has resigned from City service may apply for reinstatement within one year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation. The employee will have no other rights, privileges, or benefits accrued by him/her in his/her previous employment. This section will not apply to reinstatement after military service.

ARTICLE 34

REDUCTION IN FORCE

1. Definitions

a) For purposes of this Article, "City Length of Service" is defined as the employee's total continuous service in regular City employment.

b) For purposes of this Article, Displacement Rights is defined as those rights accruing to regular employees only. These rights, commonly referred to as bumping rights, allow a laid off employee to displace another employee currently occupying a position in a classification previously held by the laid off employee in the manner specified under the section entitled Displacement Rights and contained in this Article.

2. Alternatives to Reduction in Force

The City Manager may, after consultation with SEIU Local 721 as required by law, consider alternative actions in order to minimize reductions in force.

3. Suspension of Vacation Redemption/Wage Increases

The City Manager may suspend Article 22, Section 5, Vacation Redemption, for a period of time not to exceed fifty-two (52) pay periods. In addition, the City may defer any negotiated wage increases for a period of time not to exceed fifty-two (52) pay periods.

4. Procedure for Reduction in Force

The City Manager will identify those classifications within departments to be reduced which will minimize the impact on the continued effectiveness of that department and will meet the necessary reduction in force requirements as determined by the City Manager.

5. Notification

a) All Unit employees to be laid off will be given written notice by the City Manager of the effective layoff date no less than thirty (30) calendar days before the effective date of the layoff. Such notice will be hand-delivered or sent by certified mail.

b) The written notice shall inform the employee of his/her displacement rights and reinstatement or reemployment rights.

6. Order of Layoff

Once the classifications to be reduced have been identified, the City Manager shall determine the employee(s) in the identified classification(s) to be laid off in the following order: Flex-staffed classifications shall be considered as one classification for the purpose of reduction in force.

a) Employees who are temporary.

b) Employees in limited-term positions in reverse order of their City Length of Service.

c) Employees serving an initial probationary period with the least continuous City Length of Service.

d) Employees who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff received disciplinary action amounting to a suspension of more than forty (40) hours, or a demotion.

e) An employee who within the twenty-six (26) pay periods immediately prior to the date of receipt of notice of layoff has had his/her merit increase withheld for reasons of unsatisfactory job performance.

f) Employees serving a promotional probationary period with the least continuous City Length of Service.

g) Employees with the least continuous City Length of Service.

h) If there are two (2) or more employees who have identical continuous City Length of Service, their order of layoff shall be randomly determined by the City Manager.

7. Displacement Rights

Regular Unit employees who are designated to be laid off and have previously held regular status in another classification may displace employees occupying positions in the previously held classification provided that the employee exercising the displacement privilege has greater continuous City Length of Service than the employee currently in the classification to which the employee is seeking a position. If the employee did not complete a probationary period in the previously held classification, then no displacement rights accrue to that employee for that classification. Conditions which affect displacement rights are as follows:

a) A Unit employee's displacement rights shall be calculated to each previously held classification in reverse of the order in which the employee was employed until a displacement right is determined or the City Manager determines that no displacement right exists. An employee does not have displacement rights to a classification if the employee vacated the classification as a result of a disciplinary action.

b) The employee exercising the displacement right will displace employees in previously held classifications in the same order as specified in Section 6. However, an employee identified to be laid off as a result of Section 6d or 6e criteria and who exercises displacement rights shall not have Section 6d or 6e criteria applied to them for the same offense in a subsequent reduction in force involving a new classification.

c) A Unit employee must exercise his/her displacement right within nine (9) working days after receipt of the notice of layoff, by written request to the City Manager. If the displacement right is not exercised within the specified time period, the right is automatically forfeited.

8. Demotion

a) Upon request of a Unit employee, and with the approval of the City Manager, an employee who has not held regular status in a classification may be allowed to demote to a vacant authorized position in the same department if he/she meets all the requirements of the classification as determined by the City Manager.

b) All Unit employees who are demoted will be paid at the same base wages as prior to demotion, if, and only if, the base wage is within the salary range of the classification that the employee occupies after the demotion. If this is not the case, the base wage to be paid shall be within the salary range of the demoted to classification which is closest to the employee's base wage prior to demotion.

c) Any employee subject to a demotion who has not previously completed the probationary period in the classification to which the employee is demoted shall serve the applicable probationary period without credit for the earlier service in classification.

9. Transfer

a) The City Manager may transfer a Unit employee to a vacant authorized classification if the employee is qualified and technically capable of performing the duties as determined by the City Manager.

b) A Unit employee who is transferred will be paid base wages equal to the employee's base wages prior to transfer. Any such employee who does not accept a transfer within five working days after notice of transfer is given will have automatically forfeited his/her ability to transfer to that classification.

c) Any Unit employee subject to a transfer who has not previously completed the probationary period in the classification to which the employee is transferred shall serve the applicable probationary period without credit for the earlier service in classification.

10. Reinstatement of Employees Demoted As a Result of a Reduction in Force

A Unit employee who is demoted as a result of a reduction in force shall have his/her name placed on a classification reinstatement list, in the order of the City Length of Service. Vacant positions within a classification series shall be first offered to employees on this reinstatement list.

11. Reemployment of Employees Laid Off as a Result of a Reduction in Force

A Unit employee who is laid off and who held regular Unit employee status at the time of layoff shall have his/her name placed on a reemployment list for classifications in which the employee previously held regular status and for classifications at the same or lower salary range for which the employee qualifies in the order of the City Length of Service. Vacant positions in such classifications will be offered to employees on the reemployment list after employees on the reinstatement list have been reinstated, and prior to an open or promotional recruitment to fill vacant positions in that classification.

12. Duration of Reinstatement and Reemployment Lists

The Unit employee's name shall remain on the reinstatement list and reemployment list for a period of two years from the date of demotion or layoff. An employee not responding to written notification of an opening within nine working days shall have his/her name removed from either the reemployment list or reinstatement list.

13. Restoration of Benefits Upon Reemployment Following a Reduction in Force

Upon reemployment following a layoff due to a reduction in force, an individual will have the following benefits restored:

a) Prior sick leave accruals unless previously compensated for sick leave accruals in accordance with Article 23, Section 7.

b) Seniority at time of layoff for purposes of determining step increases, vacation leave accrual and future layoff priority.

c) Base wages paid to an employee who is reemployed in the same classification he/she held at time of layoff shall be the base wages then in effect for the salary range and step the employee held at the time of layoff. If the employee chooses to be reemployed in a classification which has a salary range lower than the classification from which he/she was laid off, then the base wages shall be those at the step in the lower salary range that is closest to his/her base wages immediately prior to layoff, then the employee shall receive the maximum base wages provided in such salary range.

d) City desires to have contained in the reduction in force procedure a consideration of an employee's performance as a criteria in determining the order of layoffs. Therefore, upon the request of City, SEIU Local 721 agrees to meet and confer with City staff in good faith to negotiate the inclusion of the employee's performance as a criteria in the reduction in force policy. The fact that such negotiations may occur during the period in which a memorandum of understanding between any of the parties is in effect shall not affect the parties' obligation to meet and confer.

14. No Credit for Earlier Service in Classification

Under any circumstances, an Unit employee subject to a demotion or transfer who has not previously completed the probationary period in the classification to which the employee is demoted or transferred shall serve the applicable probationary period for the classification to which the employee is demoted or transferred without credit for the earlier service in the employee's prior classification.

ARTICLE 35

STRIKES OR LOCKOUTS

1. No Strike Commitment

SEIU Local 721 agrees that City services directed by City shall be maintained unimpaired. SEIU Local 721 shall not cause, condone, counsel or permit its members, or Unit employees, or any of them, to strike, fail to fully and faithfully perform duties, slow down, disrupt, impede or otherwise impair the customary functions and procedures of City's operations.

2. Notification of Breach

Should any Unit employees represented by SEIU Local 721 breach this obligation, the City Manager shall immediately notify SEIU Local 721 that a prohibited action is in progress.

3. Return to Work Order

SEIU Local 721 shall forthwith in good faith, through its executive officers and other authorized representatives, disavow the strike or other prohibited action, shall order its members orally and in writing to immediately return to work and/or cease the prohibited activity, and provide the City Manager with a copy of its order, with a declaration as to service on such employees; or, alternatively, accept the full responsibility for the strike or other prohibited activity.

4. Actions Against Employees/Remedies

The City Manager reserves the right to take actions against Unit employees who violate this Article. Such actions may include discipline up to and including discharge, loss of all wages and benefits, including seniority, during the period of such prohibited activity, and any other available administrative and legal actions. Should SEIU Local 721 breach its obligations, or any of them under this Article, SEIU Local 721 agrees that City Manager may invoke all legal and administrative remedies available.

5. No Lockouts

City agrees not to lockout Unit employees.

ARTICLE 36

OTHER-THAN-CITY EMPLOYMENT

1. Purpose

The purpose of this Article is to regulate the practice of employment other than City employment (outside employment) by Unit employees, particularly where there exists a potential that such employment would impair an employee's ability to perform his/her City duties.

2. Prohibiting Conditions

Unit employees are prohibited from holding employment or occupations other than City service when the following conditions may result therefrom:

a) The employment or occupation has the potential for interfering with satisfactory service due to physical or mental fatigue; or

b) The other-than-City employment or occupation is deemed by the City Manager to be inconsistent with or detrimental to City service.

3. Authorization

A written request on the designated City form duly completed must be provided by the employee to the Department Director for approval of any other-than-City employment. Such employment may not be undertaken without prior written approval of the Department Director of such request.

4. Limitation

In no event shall other-than-City employment exceed twenty (20) hours per week.

5. Order to Cease Working

A Department Director may order an employee to cease other-than-City employment if the employment violates any of the provisions of this Article.

ARTICLE 37

GRIEVANCE PROCEDURE

1. Definition of Grievance

a) A "Grievance" is an allegation by a Unit employee claiming that he/she has been adversely affected by a violation of the specific express terms of this MOU, or such of the

Personnel Rules and Regulations that are within the statutory scope of representation, and for which there is no specific method of review provided by federal, State or local law.

b) A grievance is also a claim by a Unit employee that a letter of reprimand was issued to him/her by City without legitimate cause.

2. Informal Resolution

a) The responsibility of a Unit employee with a bona fide grievance concerning terms and conditions of employment is to inform and discuss the grievance with the Division Manager or his/her designee within twenty-one (21) business days from the date of the action causing the complaint or from the date the incident is first discovered, in order to, in good faith, endeavor to resolve the matter expeditiously and informally.

b) If such informal discussion does not resolve the grievance to the Unit employee's satisfaction, the employee may file a formal grievance in accordance with the procedure set forth in this section.

3. Procedure

a) The Unit employee shall reduce his/her grievance to writing by signing and completing all parts of the grievance form provided by City or SEIU Local 721, and shall submit it to his/her Division Manager within ten (10) business days of receipt of the answer from the Division Manager in the formal resolution procedure. The Division Manager shall further consider and discuss the grievance with the employee and the employee's designated representative as he/she deems appropriate, and shall, within ten (10) business days of having received the written grievance, submit his/her response thereto in writing to the employee.

b) If the written response of the Division Manager does not result in a resolution of the grievance, the employee may appeal the grievance by signing and completing the City grievance form and presenting it to his/her Department Director within ten (10) business days of the employee's receipt of the Division Manager's response. The Department Director may investigate the grievance and may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate to consider the grievance. Within ten (10) business days of the meeting, the Department Director shall submit his/her response to the grievance to the employee and the employee's representative.

c) If the response by the Department Director does not result in resolution of the grievance, the employee may appeal the grievance by signing and completing the City or SEIU Local 721 form and presenting it to a designated representative of the City Manager's Office within ten (10) business days of the employee's receipt of the Department Director's response. The City Manager or designated representative may set a meeting with the employee, the employee's designated representative and such other persons as he/she deems appropriate, to consider the grievance. Within twenty-one (21) business days of receipt of the grievance form, the City Manager or designated representative shall conduct the review and submit his/her response to the employee and the employee's representative.

d) If the response of the City Manager does not result in resolution of the grievance and if the grievance was not related to an appeal of a letter of reprimand:

1) The employee and SEIU Local 721 may jointly appeal the grievance to advisory arbitration by signing and completing the City or SEIU form and presenting it to the City Manager within ten (10) business days of the employee's receipt of the City Manager's response.

2) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

3) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

e) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.

f) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

g) The arbitrator shall be bound by federal, State and local law.

h) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to twenty-one (21) days before the grievance was timely filed.

i) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.

j) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the grievance and submit it in writing to the employee and his/her designated representative.

k) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

4. Time Limits

Failure of City representatives to comply with time limits specified in Section 3 shall entitle the employee to appeal to the next level of review; and failure of the employee to comply with the time limits shall constitute abandonment of the grievance, except however, that the parties may extend time limits by mutual written agreement in advance of expiration of the established time limit.

ARTICLE 38

DISCIPLINARY ACTION PROCEDURE

1. Definition of Disciplinary Action

A "Disciplinary Action" is any suspension, demotion, or discharge of regular non-probationary Unit employees taken for punitive reasons.

2. Opportunity to Respond and Appeal

An employee, within ten (10) calendar days of receipt of an intent to impose disciplinary action to be taken against him/her, shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

3. Advisory Arbitration

a) The employee, within ten (10) calendar days of the receipt of a notice imposing a disciplinary action, may file an appeal to advisory arbitration.

b) The parties, or their designated representatives, shall agree on an arbitrator, and if they are unable to agree on an arbitrator within a reasonable time, either party may request the State Mediation and Conciliation Service to submit to them a list of seven (7) arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from a list until one name remains. Such person shall then become the arbitrator.

c) The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1) The arbitrator shall be bound by the language of the MOU and City and department rules and regulations consistent therewith in considering any issue properly before him/her.

2) The arbitrator shall expressly confine himself/herself to the precise issues submitted to him/her and shall have no authority to consider any other issue not so submitted to him/her.

3) The arbitrator shall be bound by federal, State and local law.

4) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to ten days before the grievance was timely filed.

5) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee and to the City Manager.

6) The City Manager shall, within ten (10) business days of the receipt of the written findings and advisory recommendation, make the final determination of the disciplinary action and submit it in writing to the employee and his/her designated representative.

7) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

ARTICLE 39

TERM OF MEMORANDUM OF UNDERSTANDING

1. Term

This MOU shall be effective January 1, 2013, and shall remain in full force and effect through June 30, ~~2018~~**2019**.

2. Supersession of Other Documents

This MOU contains all covenants, stipulations, and provisions agreed upon by the City staff and representatives of SEIU Local 721, and is intended to supersede all prior memorandums of understanding, or contrary provisions of Personnel Rules and Regulations.

3. Correction of Errors

SEIU Local 721 and the City staff shall review the contents of this MOU for the express purpose of ascertaining whether any terms, articles, sections or items that the City staff and representatives of SEIU Local 721 had agreed be included in this MOU were inadvertently omitted. If, following this review, the City staff and representatives of SEIU Local 721 agree that any terms, articles, sections, or items have been erroneously omitted, then the City staff shall recommend to the City Council and SEIU Local 721 shall recommend to its members that this MOU be modified or revised to include such terms, articles, sections, or items.

4. Revisions to Personnel Rules and Regulations

If City proposes revisions to its Personnel Rules and Regulations, with respect to any such proposed revisions that fall within the required scope of meeting and conferring, City shall promptly, upon the request of SEIU Local 721, meet and confer on such subjects.

5. No Meet and Confer Requirement

Except as expressly provided in this MOU, City or SEIU Local 721 shall not be required to meet and confer during its term. Nothing in this MOU shall release the City from the meet and confer process required by State law on issues not addressed in the MOU.

6. Complete Agreement

This MOU constitutes the total and entire agreement between City staff and representatives of SEIU Local 721 and no verbal statement shall supersede any of the MOU's provisions.

7. Successor Memorandum of Understanding

During the period between March 1, ~~2018~~**2019**, and March 21, ~~2018~~**2019**, SEIU Local 721 will notify the City, in writing, of its desire to negotiate a successor memorandum of understanding. On or about April 2, ~~2018~~**2019**, the ~~City Manager~~ **Human Resources Director** shall contact SEIU Local 721, in writing, to schedule negotiations meetings for the successor memorandum of understanding. Both parties agree "writing" includes email communication. City staff and representatives of SEIU Local 721 shall then meet and confer concerning those modifications, additions or deletions proposed by the parties as are within the statutory scope of meeting and conferring in accordance with State law and the Oxnard City Code.

ARTICLE 40

LABOR/MANAGEMENT COMMITTEE

The City agrees to establish a Labor/Management Committee to discuss issues of mutual concern. Meetings shall be held periodically at mutually agreed times and dates within fourteen (14) calendar days of any request dependent upon availability of the parties.

ARTICLE 41

SAVINGS CLAUSE

In the event that the implementation of any article or section of this MOU shall be frustrated on account of the operation of law or by any tribunal of competent jurisdiction, or if compliance with any article or section would be frustrated or restrained by such law or tribunal, City staff and representatives of SEIU Local 721 shall, if possible, meet and confer for the purpose of endeavoring to agree on a replacement for such article or section.

-XXX-

Dated this _______ day of __________, ~~2013~~**2016**.

CITY OF OXNARD

~~Jeffrey Freedman~~ Greg Nyhoff, City Manager

~~Michelle Téllez~~

SEIU LOCAL 721

~~Danny Carrillo~~ **Aram Agdaian**

Lupe Montano

Rhea Voll

~~Armida Galvan-Monares~~ **Lyn McGraw**

~~Lyn Bennett~~ **Angelica Navarro**

Eva Magaña

Martin Vasquez

Jim Nelson

MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF OXNARD
AND
OXNARD PEACE OFFICERS' ASSOCIATION

I. Introduction

A. The purpose of this Memorandum of Understanding (MOU) is to memorialize the wages, employee benefits, and other terms and conditions of employment of employees in the Police Unit (Unit) of representation (regular employees in the classifications of Police Officer I/II, Police Officer III, Police Sergeant, Public Safety Dispatcher I, Public Safety Dispatcher II, Public Safety Dispatcher III, Communications Training Coordinator, Police Service Officer, and Senior Police Service Officer) (Unit employees) which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard (City) and the Oxnard Peace Officers' Association (OPOA) and which are recommended to the City Council for ratification. This MOU shall be effective ~~September 6, 2008~~**July 1, 2014**, and shall remain in full force and effect through ~~June 30, 2014~~**August 31, 2018**.

B. The matters presented herein, determined through extensive negotiations between representatives of City and OPOA, are considered equitable to City, OPOA and the affected employees and will be supported by City, OPOA and the affected employees.

C. The following items, together with those wages, hours, and other terms and conditions of employment as expressly set forth in previous Memoranda of Understanding between City and the OPOA, which are not changed by this MOU, shall constitute the wages, hours, and other terms and conditions of employment until such matters are changed or otherwise modified which, in no event, shall occur prior to the expiration of this MOU, except as otherwise provided herein. There shall be no change or modification in wages, hours, or other terms and conditions of employment by City without first meeting and conferring in good faith with the OPOA to the extent required by law.

II. Management Rights and Responsibilities

The sole purpose of this provision is to clarify those rights presently possessed by management so that City and OPOA will have a better and clearer understanding of their respective rights. City reserves, retains, and is vested with, solely and exclusively, all rights of management as provided by law which existed prior to the execution of this MOU. These sole and exclusive rights of management shall include but not be limited to, the following rights:

A. To manage City generally and to determine issues of policy.

B. To determine the existence or non-existence of facts which are the basis of a management decision.

C. To determine the necessity and organization of any service or activity conducted by City and to expand or diminish services.

D. To determine the nature, manner, means and technology, and extent of services to be provided to the public.

E. To determine methods of financing City functions and operations.

F. To determine types of equipment or technology to be used.

G. To determine and/or change the facilities, methods, technology, means, organizational structure and composition of the work force and allocate and assign work by which to conduct City operations.

H. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all City functions.

I. To assign work to and schedule employees (including but not limited to temporary light-duty assignments) in accordance with requirements as determined by City.

J. To lay off employees from duties because of lack of work or lack of funds, or under conditions where continued work would be ineffective or non-productive, pursuant to the Oxnard City Code and City of Oxnard Personnel Rules and Regulations.

K. To establish and modify productivity and performance standards.

L. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline employees for cause, in accordance with the Oxnard City Code and City of Oxnard Personnel Rules and Regulations, Oxnard Police Department rules and regulations and standard operating procedures in existence at the time of the execution of this MOU and subject to all appeal rights set forth therein.

M. To determine minimum qualifications, skills, abilities, knowledge, selection procedures and standards, job classifications and to reclassify and promote employees in accordance with this MOU, the Oxnard City Code and City of Oxnard Personnel Rules and Regulations and applicable resolutions.

N. To establish and modify reasonable employee performance standards and to require compliance therewith.

O. To maintain order and efficiency in City facilities and operations.

P. To establish and promulgate and/or modify rules and regulations to maintain order, safety and health in City which do not contravene this MOU.

Q. To take any and all necessary action to carry out the mission of City in emergencies.

III. Compensation

A. Wages

1. **Effective the first full pay period following ratification of this Agreement by OPOA and adoption of this Agreement by the City Council, Unit employees shall receive a two percent (2.0%) increase in base wages.** ~~There shall be no adjustment in the base wages of Unit employees for fiscal years 2008-2009 and 2009-2010.~~

2. **Effective the first full pay period following July 1, 2017, Unit employees shall receive a three percent (3.0%) increase in base wages.** ~~With respect to fiscal year 2010-2011, OPOA shall have the option to reopen this Agreement in January 2011 to compel the City to meet and confer in good faith with respect to compensation only.~~

3. **Effective the first full pay period following January 1, 2018, Unit employees shall receive a two percent (2.0%) increase in base wages.** ~~With respect to fiscal year 2011-2012, OPOA shall have the option to reopen this Agreement in January 2012 to compel the City to meet and confer in good faith with respect to any and all subjects regarding the wages, hours and other terms and conditions of employment of Unit employees that are within its scope of representation provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by two percent (2%) effective the first pay period beginning in January 2012.~~

4. **Effective June 30, 2018, Unit employees shall receive a one and a half percent (1.5%) increase in base wages.** ~~With respect to fiscal year 2012-2013, OPOA shall have the option to reopen this Agreement in January 2013 to compel the City to meet and confer in good faith with respect to compensation only provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by three percent (3%) effective the first pay period beginning in January 2013.~~

5. ~~With respect to fiscal year 2013-2014, OPOA shall have the option to reopen this Agreement in January 2014 to compel the City to meet and confer in good faith with respect to any all subjects regarding the wages, hours and other terms and conditions of employment of Unit employees that are within its scope of representation provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by three percent (3%) effective the first pay period beginning in January 2014.~~

B. Retirement

1. **Employees hired on or before December 31, 2012 or who are defined as "classic" PERS members hired on or after January 1, 2013:**

    a. **For "safety" employees, the City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.**

    b. **For "miscellaneous" employees, the City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.**

    c. **Effective the first pay period following ratification by OPOA and adoption by the City Council, classic employees shall pay three percent (3.0%) of pensionable compensation towards the required employee retirement**

contribution to PERS. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

i. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is six percent (6.0%) of pensionable compensation for safety employees and four percent (4.0%) of pensionable compensation for miscellaneous employees.

d. Effective the first full pay period following July 1, 2017, classic employees shall pay an additional one percent (1.0%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four percent (4.0%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

i. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is five percent (5.0%) of pensionable compensation for safety employees and three percent (3.0%) of pensionable compensation for miscellaneous employees.

e. Effective the first pay period following January 1, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four and a half percent (4.5%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

i. The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four and a half percent (4.5%) of pensionable compensation for safety employees and two and a half percent (2.5%) of pensionable compensation for miscellaneous employees.

f. Effective June 30, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of five percent (5.0%) of pensionable compensation. This shall be paid by employees by payroll

deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.

i. **The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four percent (4.0%) of pensionable compensation for safety employees and two percent (2.0%) of pensionable compensation for miscellaneous employees.**

2. **Employees hired on or after January 1, 2013 who are "new members" as that term is defined in the Public Employee Pension Reform Act ("PEPRA"), Government Code § 7522 et seq.:**

   a. **For safety employees, the City's contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.**

   b. **For miscellaneous employees, the City's contract with CalPERS provides for the two percent (2.0%) at age sixty-two (62) retirement formula for miscellaneous employees.**

   c. **Employees shall pay the full "member contribution" to PERS at the rate established by PERS, which is 50% of the normal cost as provided in Government Code Section 7522.30(c), and which in FY2016-17 is 13.75% of pensionable compensation for safety employees and 6.00% of pensionable compensation for miscellaneous employees and which may change from year to year. This shall be paid by employees by payroll deduction. No portion of the member contribution shall be paid by the City. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.**

~~City shall continue to cause the pensions of all Unit employees who are local police officers, as defined in California Government Code section 20425, to be covered, by the three percent (3%) at age 50 retirement formula set forth in California Government Code section 21362.2.~~

~~2. City shall continue to cause the pensions of all Unit employees, who are miscellaneous members of the Public Employees' Retirement System, to be calculated based upon the two percent (2%) at age 55 retirement formula set forth in California Government Code section 21354.~~

3. City shall make available to Unit employees a retirement medical savings plan allowing for voluntary individual contributions to a defined contribution medical retirement plan.

~~4. City shall continue to pay 100% of the required employee retirement contribution to CalPERS of each Unit employee, and to treat that payment as non-taxable income in accordance with Section 414(h)(2) of the Internal Revenue Code. In addition, City shall continue to report the value of those payments to CalPERS as "compensation earnable" pursuant to the provisions of Section 20636(c)(4) of the California Government Code.~~

4. **Salary Step Plan**

   a. **Eligible permanent employees will be moved to the next step in the salary step plan attached hereto as Exhibit B as set forth below. The same provisions shall apply to hourly-paid and part-time persons.**

   b. **Original Appointment: The first salary step shall be the minimum salary rate in the salary step plan and shall be the normal hiring rate for new employees. In the case where a person possesses unusual qualifications, the City Manager may authorize initial appointment above the first salary step after receiving the recommendation of the department head.**

   c. **Progression through Salary Step Plan: An employee shall be considered for increase to the second step upon the employee's satisfactory completion of 2,080 hours in paid status (not including overtime) at the first salary step. An employee shall be considered for all subsequent step increases upon the employee's satisfactory completion of 2,080 hours in paid status (not including overtime) since his or her prior step increase.**

   d. **Salary step increases shall be effective the first day of the pay period after they are granted. If a step increase is granted on the first day of a pay period, salary step increases shall be as of that date. If a department head recommends to withhold salary step increases because an employee has not achieved the level of performance required for the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.**

   e. **Changes in an employee's salary because of promotion, demotion, postponement of salary step increase or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph. Salary range adjustments for the classification will not set a new salary anniversary date for employees serving in that classification.**

C. Annual Leave

1. City shall provide annual leave benefits to Unit employees as follows:

a. Full-time regular Unit employees shall accrue annual leave for each biweekly period of service or major fraction thereof based upon years of service as set forth in the following table:

YEARS OF SERVICE	BIWEEKLY ANNUAL LEAVE ACCRUAL	MAXIMUM ANNUAL LEAVE ACCRUAL
Less than 5	10.11	800
5 to 10 years	11.66	920
Greater than 10	13.21	1040
Greater than 15	14.75	1160

b. (1) If a Unit employee actually works on New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Cesar Chavez Birthday, Memorial Day, Fourth of July, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, and/or Christmas Day such employee shall receive, in addition to his or her regular compensation and the annual leave entitlements, premium pay at the rate of one-half times the employee's regular rate of pay for each regularly scheduled shift hour worked.

(2) If a Unit employee actually works on Christmas Eve and/or New Year's Eve such employee shall receive, in addition to his or her regular compensation and the annual leave entitlements described below, premium pay at the rate of one-half times the employee's regular rate of pay for one-half of the regularly scheduled shift hours worked.

(3) **Employees in an on-call status subject to call back outside of their regular shift when such call back period falls on a holiday shall receive 2.7 hours of pay at the employee's regular rate if they are subject to call back on a holiday listed in Article III(C)(1)(b)(1) and 1.4 hours of pay at the employee's regular rate if they are subject to call back on a holiday listed in Article III(C)(1)(b)(2).**

c. Except as provided below, if a Unit employee accrues the maximum level of annual leave, such employee shall no longer be entitled to accrue additional annual leave until such time as his/her accrued annual leave is below the applicable maximum. **The maximum leave caps shall be enforced on a pay period by pay period basis.** However, a Unit employee shall be allowed to accrue annual leave beyond the maximum level for an additional five biweekly pay periods under the following conditions:

(1) The employee must first file with the Police Business Office a request to accrue annual leave above the maximum level for an additional five biweekly pay periods. The employee may submit such a request only on one occasion during any calendar year.

(2) During the extended five biweekly pay periods, the employee shall submit a request with his or her supervisor to use sufficient annual leave benefits so as to cause the amount of accrued annual leave to be less than the maximum.

(3) The Police Chief or designee shall make every effort to enable the employee to utilize the annual leave benefits in the manner requested or in a manner otherwise acceptable to the employee.

(4) If the employee has not been afforded an opportunity to use a sufficient amount of the requested annual leave during the extended five biweekly pay periods so as to cause his or her accrued annual leave to be less than the maximum, he or she shall continue to accrue annual leave benefits until such time as he or she has failed to take advantage of a reasonable opportunity, as initially determined by the Police Chief or designee, to use sufficient annual leave benefits so as to cause his or her accrued annual leave to be less than the maximum.

d. A Unit employee may redeem accrued annual leave for cash **or roll accrued annual leave into a deferred compensation plan** ~~once~~ during each calendar year by submitting a written request to the General Accounting Division (Finance/Payroll) during the month of July or December according to the following table. The payment shall be at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bi-lingual pay being earned as of the effective date of the payment.

YEARS OF SERVICE	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS
Greater than 5	40 hours
Greater than 10	80 hours
Greater than 15	120 hours

Any rollover of accrued annual leave into an employee's deferred compensation plan shall be subject to the lower of the redemption limits set forth above or any applicable IRS limits. Compliance with applicable IRS limits is the responsibility of individual employees. However, upon request, the City shall provide requested information to assist the employee. Should employees choose to roll accrued annual leave into a deferred compensation plan under this subsection, they must submit their redemption forms to the City's payroll department no later than July 1st or December 1st.

e. If a Unit employee separates from service, the employee shall be paid for accrued annual leave to which the Unit employee is otherwise entitled at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.

f. City may designate, on a work unit basis, specific days which that work unit will be closed for service, and may then require employees assigned to that work unit to use accumulated annual leave hours to receive full pay while absent from work on those days. In the alternative, City may grant the request of any such employee to be reassigned to a different work unit on any such day.

2. Sick leave benefits accrued by Unit employees as of February 5, 2000, shall be addressed as follows:

   a. Such current sick leave accruals may be used to receive a leave of absence with pay for illnesses or injuries of the employee under the same circumstance and with the same limitations as existed prior to January 1, 2000.

   b. Such current sick leave accruals may be used as donations to a sick leave bank established by City for another City employee.

   c. City will redeem fifty percent of such current unused or unredeemed sick leave accruals, not to exceed 600 hours, upon any separation from service to those employees with a minimum of five years of regular full-time service, at time of separation, at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.

D. Insurance

1. Health Insurance Premiums

   a. City shall ~~continue to~~ contribute the amount required under California Government Code section 22892 towards the payment of premiums under City's health insurance plan on behalf of each Unit employee and, to the extent required by law, each eligible retiree.

   b. City shall ~~continue to~~ contribute $131.02 biweekly per Unit employee towards City's health insurance reimbursement plan (Cafeteria Plan). **Effective January 1, 2017, the City's contributions towards the Cafeteria Plan shall increase by sixty dollars ($60.00) per month, or twenty seven dollars and sixty nine cents ($27.69), per pay period based on a twenty-six (26) pay period cycle.**

   c. City shall ~~continue to~~ contribute $30.83 biweekly per Unit employee towards City's dental insurance reimbursement plan (Cafeteria Plan).

   d. City and OPOA acknowledge that the Cafeteria Plan is primarily designed to provide health and dental benefits to Unit employees. Nonetheless, if a Unit employee provides acceptable verification of alternative health insurance coverage to City, the Unit employee may receive a cash payment to the extent that when added to the employee's other insurance selections the cash payment does not exceed the available Cafeteria Plan dollars provided by City.

e. To the extent legally possible all deductions for insurance premiums will not be taxable in accordance with Section 125 of Internal Revenue Service regulations. Any monies not used by Unit employees to pay for City and/or OPOA-sponsored insurance programs shall be paid to Unit employees biweekly.

f. Cafeteria Plan monies shall be subject to applicable State and federal taxes, but shall not be considered wages for retirement purposes or retirement calculations.

g. As soon as practical following the ratification of this MOU by the Oxnard City Council, the City will extend all entitled benefits as allowed by law to the domestic partner of a Unit employee.

2. Life Insurance

City shall continue to pay one hundred percent of the current premium for employee-only coverage under the existing level of benefits for life insurance for Unit employees.

3. Dental Insurance

City shall continue to provide one or more family dental insurance plans. Unit employees must be enrolled in a dental insurance program provided by City. Unit employees shall be eligible to enroll in the Delta Dental, Golden West Dental & Vision, or other dental programs offered by City.

4. Long-Term Disability Insurance

City shall continue to pay six dollars biweekly for an OPOA-administered long-term disability (LTD) insurance plan for Unit employees. OPOA shall hold City harmless on any issue related to the LTD insurance plan.

E. Physical Fitness

1. Benefit

a. City shall provide OPOA the following annual sum to be utilized by OPOA toward the payment of membership fees for a physical fitness program available to Unit employees at qualified health clubs previously approved by the City Manager. This amount shall not exceed $300 per Unit employee who enrolls in that program, nor shall the amount exceed $30,000 for the Unit or the actual membership fees paid, whichever is less.

b. Any of these funds not utilized for Unit employees enrolled in health clubs during the term of this MOU, but in no event more than $5,000, may be utilized for the purchase of equipment to be placed in the designated physical fitness area at the Public Safety Building subject to approval by the Police Chief.

c. City agrees that other physical fitness programs at other local facilities may be made available for use by Unit employees, subject to approval by the City Manager after submittal to the City Manager by OPOA of a proposed agreement between OPOA and a facility. Such additional program shall be subject to the same terms and conditions, and shall be charged to the Unit employee dollar maximum specified in subparagraph III.E.~~1~~**1**.a.

d. The payment of this sum by City is contingent upon each Unit employee executing a formal waiver releasing City and OPOA from any liability for any injuries or other claims for damages resulting from participation in the program.

e. OPOA shall perform all acts necessary to cause to be provided to City access to the relevant records of the health clubs for the purpose of evaluating the overall performance of Unit employees who participate in the program; provided, however, that in affording access to City, the individual identity of each participant shall remain anonymous.

2. Performance Standards

City and OPOA agree to implement a Physical Fitness and Wellness Program (Program) to be developed by a committee comprised of representatives of the Police Department and OPOA. City and OPOA shall make every effort to develop this Program as soon as possible. Sworn Unit employees hired after July 1, 1998, shall adhere to this Program as a condition of continued employment for the first ten years of employment as a sworn officer. For all other Unit employees, participation in the Program shall be on a voluntary basis.

F. Bilingual Pay

1. Bilingual Program

City shall maintain its current Bilingual Program which shall include the following minimum requirements for receipt of compensation under this program:

a. Consideration of the need for these bilingual skills to provide services to the community in the course of carrying out usual job duties;

b. An understanding and sensitivity to cultural aspects associated with effectively communicating with diverse populations; and

c. A specified testing process to determine competency.

2. Compensation

A regular full-time employee who qualifies under the Bilingual Program shall receive bilingual pay at the rate of:

a. One hundred twenty-five dollars biweekly for Spanish language ability.

b. Sixty-two dollars and fifty cents biweekly for bilingual services in a designated language other than English or Spanish.

IV. Hours of Work

During the term of this MOU the current temporary 3/12 work schedule for Unit employees assigned to patrol shall continue on a trial basis.

V. **Resignation and Reinstatement** ~~Affirmative Action~~

~~City and OPOA agree that the prior amendment to the MOU for the period of July 1, 1988, through the last pay period beginning in December 1990 providing for affirmative action is hereby rescinded.~~

A. Advanced Notice

A Unit employee may resign from City service at any time. A Unit employee resigning from City service, however, shall give a minimum of two (2) weeks' notice to his/her supervisor in order to enable the City to make proper provisions for filling his/her position, unless a shorter notice period is mutually agreed to by the City and the employee.

B. Forfeiture of Privileges

Except as provided below, upon resignation, the Unit employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section C below.

C. Reinstatement

Any Unit employee who has resigned from City service may apply for reinstatement within one (1) year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation if there is a vacancy in that classification. The Unit employee will have his or her seniority rights related to leave accruals and longevity pay reinstated and shall not be required to serve a new probationary period, but shall have no other rights, privileges or benefits accrued by him/her during his/her previous employment. This section will not apply to reinstatement after military service.

VI. OPOA Business

A. OPOA members shall be authorized to utilize a maximum of 600 hours per year of paid release time from duty for the conduct of usual and normal OPOA activities relating to the employer-employee relationship. For purposes of this paragraph, a reasonable amount of time spent managing/supervising the OPOA Christmas tree lot shall be considered to be an authorized OPOA activity. Time spent in labor negotiations shall not be included in this 600-hour allocation.

B. OPOA shall maintain complete, accurate and current records of release time so utilized and shall submit a monthly record to the Police Chief or his/her designee. No member shall utilize release time for OPOA activities without prior authorization of the commanding officer.

C. If an OPOA member uses release time under this paragraph to receive training and such training is creditable by Police Officer Standards and Training (e.g., Advance Officer Training), City may claim credit for such training.

VII. Standby

City shall provide standby pay for those employees subject to call back after regularly scheduled work hours in the amount of $2.00 per hour.

VIII. Contributions to Retiree Medical Trust Fund

City shall continue to contribute to a Retiree Medical Trust Fund maintained by OPOA on behalf of Unit employees to provide for medical insurance subsidies after retirement an amount equal to four percent (4.0%) of total annual compensation for all Unit employees, including base wage and all items of remuneration that increase when base wages increase. The projected payroll information upon which the contributions for each calendar year will be computed shall be determined by the beginning of that year. Until June 30, 2010, the payments to the Trust based upon that calculation shall continue to be made each pay period. Commencing August 1, 2010, and every three (3) months thereafter, the payments shall be made on a calendar quarterly basis. For example, the August 1, 2010 payment shall encompass the calendar quarter of July 1, 2010 through September 30, 2010. The components to be used in making these calculations are set forth in Exhibit A to this Agreement.

IX. Longevity Pay

City shall provide longevity pay benefits to each Unit employee who has successfully completed the following lengths of service with City in the following percentages of base salary:

LENGTH OF SERVICE COMPLETED	PERCENTAGE OF BASE SALARY
5 years, but less than 10	1%
10 years, but less than 15	4%
15 years, but less than 20	5%
20 years, but less than 25	6%
25 years or more	7%

X. Educational Incentive Pay

A. Each Unit employee who has earned an Associate Degree from an accredited college or university shall receive an incentive award equal to five percent (5%) of the employee's base wages.

B. Each Unit employee who has earned an Intermediate POST Certificate from the California Commission of Peace Officers' Standards and Training shall receive an incentive award equal to five percent (5%) of the employee's base wages.

C. A Unit employee who has earned both an Associate Degree and an Intermediate POST Certificate shall only be entitled to receive the five percent (5%) incentive pay for one of those accomplishments, not both.

D. Each Unit employee who has earned a Bachelor's Degree from an accredited college or university shall receive an incentive award equal to ten percent (10%) of the employee's base wages.

E. Each Unit employee who has earned an Advanced POST Certificate from the California Commission of Peace Officers' Standards and Training shall receive an incentive award equal to ten percent (10%) of the employee's base wages.

F. A Unit employee who has earned both a Bachelor's Degree and an Advanced POST Certificate shall only be entitled to receive the ten percent (10%) incentive pay for one of those accomplishments, not both.

G. The pay awards described above are not cumulative. Therefore, an employee with a qualifying Associate Degree and a qualifying Bachelor's Degree will receive the award for the Bachelor's Degree, and an employee with a qualifying Intermediate POST Certificate and a qualifying Advanced POST Certificate will receive the award only for the Advanced POST Certificate.

H. Non-management, non-safety employees represented by the OPOA who successfully complete thirty (30) work-related college semester units above the minimum education requirements for their position shall no longer be eligible to receive the education incentive award set forth in the City's Administrative Manual re: "EDUCATIONAL INCENTIVE AWARD PROGRAM."

1. Those non-management, non-safety employees represented by OPOA who were receiving the education incentive award pursuant to the Administrative Manual prior to the execution of the 2005 MOU between the parties shall continue to receive that award from that date forward; provided, however, that they shall no longer receive that award if they should subsequently qualify for a larger bonus upon attaining either an Associate Degree or a Bachelor's Degree.

I. Qualifying employees shall receive the applicable incentive pay effective the first full pay period following the date that the qualifying documentation is presented to the Human Resources Department.

XI. Detective Assignment Pay

Each Unit employee assigned to serve as a Detective in the Investigation Bureau shall receive assignment pay equal to five percent (5%) of his or her base wages.

XII. Training Officer Assignment Pay

Each Unit employee assigned to serve as a Field Training Officer or a Communications Training Officer shall receive assignment pay in the amount of $125 per pay period.

In addition, each such employee shall receive twenty (20) hours per fiscal year as compensatory time off to be credited at the rate of ten (10) hours semiannually to the employee's compensatory leave accrual. An employee so appointed for less than a full year shall be credited with a prorate amount for each month of service as a training officer. A month of service shall mean eighty (80) scheduled hours or more per month serving in that appointment.

XIII. Night Differential

All sworn Unit employees shall receive night differential pay in an amount equal to five percent (5%) of the Unit employee's base wages whenever fifty percent (50%) of the Unit employee's regularly scheduled work shift occurs between 6:00 p.m. and 6:00 a.m.

XIV. Promotional Appointment

The Police Chief shall not make promotions from an existing eligibility list when there are no vacant positions for the classification in question prior to the original expiration date of the list.

XV. City of Oxnard Employee Thrift Plan

City shall enable Unit employees to participate in the City of Oxnard Employee Thrift Plan. **However, any deposits by employees into the City of Oxnard Employee Thrift Plan must be made consistent with applicable state and federal law and the City makes no representations as to the ability of employees to make contributions to the City of Oxnard Employee Thrift Plan on a tax-deferred basis.**

XVI. Uniforms

The Oxnard Police Department shall provide to each Unit member the following uniform pieces on an annual basis:

2 short sleeve uniform shirts
1 long sleeve uniform shirt
2 pairs of pants

In addition, the Oxnard Police Department shall provide the following equipment to newly assigned motorcycle officers, consistent with Cal. Gov't Code § 50081.1:

Riding boots;
Riding breeches;
Leather jacket;
Leather gloves;
Safety helmet; and
Protective glasses

Unit members shall be responsible for the purchase of their own footwear.

XVII. Comprehensive MOU

During the term of this MOU, City and OPOA shall continue to make every effort to develop a comprehensive memorandum of understanding covering all wages, hours, and terms and conditions of employment of employees represented by OPOA. The intent and purpose of this process is to develop a comprehensive MOU not to modify existing or previously negotiated memoranda of understanding.

XVIII. Personnel Rules and Regulations

A. During the term of this MOU, City and OPOA shall meet and confer in good faith with regard to modification of the City of Oxnard Personnel Rules and Regulations, provided, however, that City may not implement any changes with regard to these Personnel Rules and Regulations during the term of this MOU without the concurrence of OPOA unless those changes apply to all City employees uniformly.

B. Any changes made by City regarding the "rule of three" for appointments or promotions are subject to the meet and confer process described above and shall not be effective as such changes apply to Unit employees until following the expiration of this MOU.

XIX. Lateral Transfer Program

The Lateral Transfer Program is currently set forth in Oxnard Police Department Policy Manual Section 1003 (Policy). The contents of that Policy, as presently stated, are incorporated herein by reference as though set forth in full.

XX. Mandated Overtime

A. Anticipated Overtime

1. The following procedure addresses City's need to mandate overtime work with reference to anticipated overtime needs. Whenever the Police Chief or designee identifies a need for overtime staffing, Police Chief will seek Unit employee volunteers in the following order:

   a. Volunteers within the specific work unit
   b. Volunteer part-time employees
   c. Volunteers from other work units

2. Once the above process has been exhausted and the overtime staffing needs have not been met, overtime work will be mandated for employees within the specific work unit according to an employee's availability, seniority, current overtime commitment and equity.

3. Each division of the unit can formulate an overtime policy that is consistent with this MOU. Those divisions that do not contain sworn officers, but do require the use of officer overtime, will limit the use to not more than 25% of the division's overtime commitment.

B. Emergency Overtime

As a general rule, mandated overtime is a prerogative the Police Chief may exercise during emergency circumstances. An emergency is defined as a situation that is out of the norm requiring immediate staffing to insure the public safety and minimum staffing or in preparation of events requiring additional resources. Emergency circumstances are usually temporary in nature and of short duration. Should an emergency require prolonged attention, Police Chief shall seek other reasonable alternatives to overtime work as soon as practical.

XXI. Rights of Nonsworn Employees Represented by OPOA in Disciplinary Matters

Nonsworn employees represented by OPOA have the following rights in investigations which either City or the nonsworn employee believe could lead to punitive action, such as action which may lead to discharge, demotion, suspension, reduction in salary, transfer for purpose of punishment or written reprimand.

A. Any interview shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, or during the normal waking hours for the employee, unless the seriousness of the investigation requires otherwise. If such interview does occur during off-duty time of the employee being interviewed, the employee shall be compensated for such off-duty time in accordance with the regular Police Department procedures, and the employee shall not be released from employment for any work missed.

B. The employee under investigation shall be informed prior to such interview of the rank, name and command of the employee in charge of the interview, the interviewing employees, and all other persons to be present during the interview. All questions directed to the employee interviewed shall be asked by and through no more than two persons at one time.

C. The employee under investigation shall be informed of the nature of the investigation prior to any interview.

D. The interview shall be for a reasonable period taking into consideration the gravity and complexity of the issue being investigated. The employee interviewed shall be allowed to attend to his/her own personal physical necessities.

E. The employee being interviewed shall not be subjected to offensive language or threatened with punitive action, except that an employee refusing to respond to questions or report for an interview shall be informed that failure to answer questions directly related to the investigation or not reporting for an interview may result in punitive action. No promise of reward shall be made as an inducement for an employee to answer any question.

F. City shall not cause the employee interviewed to be subjected to visits by the press or news media without his/her express consent nor shall his/her home address or photograph be given to the press or news media without his/her express consent.

G. The complete interview of an employee may be recorded. If a tape recording is made of the interview, the employee shall have access to the tape if any further proceedings are contemplated or prior to any further interview at a subsequent time. The employee shall be entitled to a transcribed copy of any notes made by a stenographer or to any reports or complaints made by investigators or other persons, except those which are deemed by the Police Department to be confidential. No notes or reports which are deemed to be confidential may be entered in the employee's personnel file. The employee being interviewed shall have the right to bring his/her own recording device and record any and all aspects of the interview.

H. If prior to or during the interview of an employee the Police Department deems that the employee may be charged with criminal offenses, he/she shall be immediately informed of his/her constitutional rights.

I. Upon filing of a formal written statement of charges, or whenever an interview focuses on matters which are likely to result in punitive action against any employee, that employee, at his/her request, shall have the right to be represented by a representative of his/her choice who may be present at all times during such interview. The representative shall not be a person subject to the same investigation. The representative shall not be required to disclose, nor be subject to any punitive action for refusing to disclose, any information received from the employee under investigation for noncriminal matters.

J. No employee shall be loaned or temporarily assigned to a location or duty assignment if an employee of his/her program would not normally be sent to that location or would not normally be given that duty assignment under similar circumstances.

K. No employee shall be subjected to punitive action, or denied promotion, or be threatened with any such treatment, because of the lawful exercise of the rights granted under this MOU section, or the exercise of any rights under any existing administrative grievance procedure. No punitive action, nor denial of promotion on grounds other than merit, shall be undertaken by the Police Department without providing the employee with an opportunity for administrative appeal.

L. No employee shall have any comment adverse to his/her interest entered in his/her personnel file, or any other file used for any personnel purposes by City, without the employee having first read and signed the instrument containing the adverse comment indicating he/she is aware of such comment, except that such entry may be made if after reading such instrument the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on that document and signed or initialed by such employee.

M. An employee shall have thirty days within which to file a written response to any adverse comment entered in his/her personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

N. No employee shall be compelled to submit to a polygraph examination against his/her will. No disciplinary action or other recrimination shall be taken against an employee refusing to submit to a polygraph examination, nor shall any comment be entered anywhere in the investigator's notes or anywhere else that the employee refused to take a polygraph examination, nor shall any testimony or evidence be admissible at a subsequent hearing, trial, or proceeding, judicial or administrative, to the effect that the employee refused to take a polygraph examination.

O. No employee shall be required or requested for purposes of job assignment or other personnel action to disclose any item of his/her property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his/her family or household) unless such information is obtained or required under State law or proper legal procedure, tends to indicate a conflict of interest with respect to the performance of his/her official duties, or is necessary for City to ascertain the desirability of assigning the employee to a specialized unit in which there is a strong possibility that bribes or other improper inducements may be offered.

P. No employee shall have his/her locker, or other space for storage that may be assigned to him/her searched except in his/her presence, or with his/her consent, or unless a valid search warrant has been obtained or where he/she has been notified that search will be conducted. This section shall apply to lockers or other space for storage that are owned or leased by City.

XXII. Reserve Officer Deployment

A. Level One reserve officers have completed a certified police reserve officer academy and have successfully completed the field training program of the Police Department. These Level One reserve officers may be assigned to ride as a second officer with a regular sworn officer, and perform special assignments or details. The deployment of Level One reserve officers will be limited to:

1. Festivals
2. Football games
3. Investigations (follow-up type contacts by telephone and/or in person).
4. Bike detail, consistent with Police Department policy.
5. Stake-out assignments with direct supervision of a regular sworn officer.
6. Station detail (teleserve, juvenile detention)
7. Emergency situations (earthquake, riot)
8. Special assignments or details under the supervision of a regular sworn officer or supervisor.
9. Taking reports of priority 3 burglaries, thefts or vandalism, or automobile accidents.

B. Watch Commanders and supervisors shall not use Level One reserve officers to staff overtime positions that are used to insure minimum staffing. Level One reserve officers shall not be assigned as one- and two-officer, general-duty patrol or beat units.

C. Level One reserve officers shall not be used as follows:

1. Routinely and without direct supervision of a regular sworn officer, interview or interrogate suspects.

2. Act as primary investigating officer for the purpose of prosecution or file cases with prosecutors, except when assisting officers or detectives with follow-up investigations.

3. Take active enforcement action inconsistent with his/her immediate assignments, except to report such incidents to his/her supervising officer or to communications.

4. Replace regular sworn officers in overtime assignments except those assignments where exclusively regular sworn officers have been routinely used and unless regular sworn personnel have been afforded the opportunity to decline the overtime work.

XXIII. Non-Tobacco Use Policy

A. All Unit employees hired as of September 13, 2003 shall be required to sign a "Statement of Acceptance" to refrain from using tobacco products as a term and condition of employment.

B. All Unit employees represented by OPOA prior to the ratification date of September 13, 2003 shall refrain from using tobacco products while on-duty or on City premises. For the purposes of this section, the term "on-duty" shall be interpreted to mean the hours the employee is working. These hours will be inclusive of breaks and lunch periods, irrespective of whether the employee is compensated for breaks and/or lunch periods.

C. Violation of the Non-Tobacco Use Policy shall provide basis for City to initiate progressive disciplinary action, if subsequent violations occur within one year of a prior offense.

D. This Section XXII**I** will not be implemented until applicable to all sworn peace officers employed by City.

XXIV. Labor Management Committee

A. City and OPOA shall establish an OPOA/Police Management Committee (Committee) consisting of up to four representatives of OPOA and an equal number of representatives of Police Department management. The purpose of the Committee shall be to examine internal Police Department operations as they affect employees' working conditions and other matters of mutual concern.

B. The Committee's operating procedures, including frequency and scheduling of meetings, shall be determined by the Committee members.

C. Agreements reached by the Committee members regarding internal Police Department operations shall be reduced to writing and be binding on City and OPOA. In the absence of agreement, City and OPOA shall be governed by law.

XXV. Additional Provisions

A. Promotional Process

City and OPOA agree that if City and OPOA are involved in judicial or grievance proceedings relating to the issues of work schedules or the promotional selection process, neither City nor OPOA shall in any way refer to the terms "schedule" or "selection procedures" that are set forth in paragraphs I and M of the "Management Rights" provision to assert or imply that the other party has conceded or surrendered any lawful rights which either City or OPOA believes it possessed prior to the inclusion of the "Management Rights" provision in the MOU.

B. Eligibility List Duration

The normal duration of an eligible list for any position/classification in the Unit will be twelve months. The eligible list for any position/classification in the Unit may be extended by City for a maximum of six months upon implementation of a hiring freeze for that position/classification. The frozen list only will be used to fill vacancies that occurred during its initial twelve month effective time frame. Any vacancy occurring subsequent to that twelve month period shall be filled from the ensuing eligible list even if the list is created after the vacancies occur.

C. Disciplinary Action Appeals

The Disciplinary Action Appeals Procedure applicable to Unit employees shall be as follows:

1. Definition of Disciplinary Action

   A "Disciplinary Action" is any suspension, demotion, discharge or restriction of access to overtime of regular non-probationary Unit employees taken for punitive reasons.

2. Opportunity to Respond and Appeal

   Within five calendar days of receipt of an intent to impose disciplinary action, a Unit employee shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

3. Advisory Arbitration

   a. Within ten calendar days of the receipt of a notice imposing a disciplinary action, a Unit employee may file a request for advisory arbitration with the ~~City Manager~~ **Human Resources Director** or his/her designee to appeal the disciplinary action.

   b. ~~City Manager~~ **The Human Resources Director** and Unit employee, or their designated representatives, shall agree on an advisory arbitrator. If they are not able to agree on an arbitrator within a reasonable time, either the ~~City Manager~~

Human Resources Director or the Unit employee may request the State Mediation and Conciliation Service to submit a list of seven arbitrators who have had experience in public sector employee relations. The ~~City Manager~~ **Human Resources Director** and Unit employee **or their designated representatives** shall select the arbitrator by alternately striking names from a list until one name remains. The identity of the first person striking the first name shall be determined by a coin flip or other random means. Unless agreement is reached on the name of a specific arbitrator, the last name remaining on the list shall become the advisory arbitrator.

c. The arbitrator so selected shall conduct a hearing as expeditiously as possible at a time and place convenient to the ~~City Manager~~ **Human Resources Director** and Unit employee **or their designated representatives**.

d. Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the City Manager**, the Human Resources Director** and Unit employee.

Within forty-five calendar days of the receipt of the written findings, conclusions and advisory recommendation, the City Manager shall determine whether or not to adopt the recommendation of the arbitrator. If the City Manager does not adopt the advisory recommendation of the arbitrator and the City Manager's decision is to impose discipline that has a greater negative financial impact on the Unit employee than the advisory recommendation, th**e**~~a~~n the City Manager shall have reviewed the entire evidentiary record of the arbitration proceedings before imposing such new and more severe discipline.

e. The cost of the arbitrator shall be borne by City.

f. The time limits expressed herein may be modified by mutual written agreement of the ~~City Manager~~ **Human Resources Director** and Unit employee**, or their designee(s)**.

D. <u>Grievance Procedure</u>

<u>During the term of this Agreement, the parties agree to meet and confer over developing a grievance procedure applicable to Unit members.</u>

E. Multi-Agency Dispatch Center

No change in any existing term and condition of employment within the lawful scope of representation of OPOA may occur as a result of that process unless if City desires to develop a multi-agency dispatch center, City shall meet and confer in good faith with OPOA, mutually agreed by City and OPOA.

F. Employee Selection—Acting Assignments

1. If a certified eligible list exists, the Police Chief may select from the top three candidates on the list.

2. If a certified eligible list does not exist, the Police Chief may select from the top three most senior qualified employees who declare an interest in the assignment.

XXVI. Term

This MOU shall be in full force and effect from ~~September 6, 2008~~ **<u>July 1, 2014</u>** through ~~June 30, 2014~~**<u>August 31, 2018</u>**.

FOR THE CITY OF OXNARD	FOR THE OXNARD PEACE OFFICERS' ASSOCIATION
______________________	______________________
~~Karen R. Burnham~~ **<u>Greg Nyhoff</u>**, ~~Assistant~~ City Manager	G~~reg M. Hebert~~ **<u>Michael Johnson</u>**, President

____

~~Michelle H. Tellez, Director of Human Resources~~

Dated this ____________day of ____________________________, 201~~0~~**<u>6</u>**.

EXHIBIT "A"

Ingredients, in addition to salary, to be utilized in calculating the payment to the Retiree Medical Trust Fund in accordance with Article IX

REGULAR HOURS
Total wages
EDUCATIONAL INCENTIVE PAY (as listed in Article X)
LONGEVITY PAY (as listed in Article IX)
MEDICARE EMPLOYER
PERS MISC – ER
PERS MISC (PERS+) – EE
PERS PLUS 7% EE
PERS PLUS 7% ER
PERS PLUS 9% EE
PERS PLUS 9% ER POLICE
PERS POLICE – EE
PERS POLICE – ER
SAFETY PROGRAM
UNEMP INS – CITY
UNFUNDED MEDICAL
VACATION/SICK PAYOUT
WORKERS COMPENSATION

MEMORANDUM OF UNDERSTANDING
b e t w e e n
CITY OF OXNARD
and

LOCAL 1684, INTERNATIONAL
ASSOCIATION OF FIREFIGHTERS
AFL-CIO

F I S C A L Y E A R S

*July 1, ~~2008~~**2014** THROUGH **August 31, 2018**~~June 30, 2014~~*

TABLE OF CONTENTS

PREAMBLE

A. Introduction

1. This Memorandum of Understanding (MOU) memorializes the wages, hours and other terms and conditions of employment of employees in the Fire Unit (Unit) (employees occupying positions in the classifications of fire captain, fire engineer, fire fighter, fire inspector and environmental specialist I and II) which have been negotiated and agreed upon between duly authorized representatives of the City Manager of the City of Oxnard (City) and Local 1684, International Association of Firefighters, AFL-CIO (Union) and which will be recommended to the City Council for adoption for the term of July 1, ~~2008~~ **2014** through ~~June 30, 2014~~ **August 31, 2018**.

2. The matters presented herein, determined through extensive negotiations between the representatives of the Union and City Manager, are considered equitable by such representatives and are recommended for ratification by the City Council.

3. The following items, together with those wages, hours and other terms and conditions of employment which are not changed by this MOU, shall constitute the wages, hours and other terms and conditions of employment of Unit employees until such matters are changed or otherwise modified which, in no event, shall occur prior to the expiration of this MOU, except as otherwise provided herein. Following the expiration of this MOU, City shall not change or modify the wages, hours or other terms and conditions of employment of Unit employees without first meeting and conferring in good faith with Union to the extent required by law.

The representatives of the City Manager and Union hereby agree:

B. Wages, Hours and Terms and Conditions of Employment

1. Adjustment in Wages

a. **Effective the first full pay period following ratification of this Agreement by IAFF and adoption of this Agreement by the City Council, Unit employees shall receive a two percent (2.0%) increase in base wages.** ~~There shall be no adjustment in the base wages of Unit employees for fiscal years 2008-2009 and 2009-2010.~~

b. **Effective the first full pay period following July 1, 2017, Unit employees shall receive a three percent (3.0%) increase in base wages.** ~~With respect to fiscal year 2010-2011, Union shall have the option to reopen this Agreement in January 2011 to compel the City to meet and confer in good faith with respect to compensation only.~~

c. **Effective the first full pay period following January 1, 2018, Unit employees shall receive a two percent (2.0%) increase in base wages.** ~~With respect to fiscal year 2011-2012, Union shall have the option to reopen this Agreement in January 2012 to compel the City to meet and confer in good faith with respect to any and all subjects~~

~~regarding the wages, hours and other terms and conditions of employment of Unit employees that are within its scope of representation provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by two percent (2%) effective the first pay period beginning January 1, 2012.~~

~~d.~~ **Effective June 30, 2018, Unit employees shall receive a one and a half percent (1.5%) increase in base wages.** ~~With respect to fiscal year 2012-2013, Union shall have the option to reopen this Agreement in January 2013 to compel the City to meet and confer in good faith with respect to compensation only provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by three percent (3%) effective the first pay period beginning in January 1, 2013.~~

e. Salary Step Plan

i. Eligible permanent employees will be moved to the next step in the salary step plan attached hereto as Exhibit A as set forth below. The same provisions shall apply to hourly-paid and part-time persons.

ii. Original Appointment: The first salary step shall be the minimum salary rate in the salary step plan and shall be the normal hiring rate for new employees. In the case where a person possesses unusual qualifications, the City Manager may authorize initial appointment above the first salary step after receiving the recommendation of the department head.

iii. Progression through Salary Step Plan: An employee shall be considered for increase to the second step upon the employee's satisfactory completion of 1,040 hours (for administrative staff) and 1,456 hours (for shift personnel) in paid status (not including overtime) at the first salary step. An employee shall be considered for all subsequent step increases upon the employee's satisfactory completion of 2,080 hours (for administrative staff) and 2,912 hours (for shift personnel) in paid status (not including overtime) since his or her prior step increase.

iv. Salary step increases shall be effective the first day of the pay period after they are granted. If a step increase is granted on the first day of a pay period, salary step increases shall be as of that date. If a department head recommends to withhold salary step increases because an employee has not achieved the level of performance required for the position, the recommendation of notice must be received by the City Manager at least four (4) weeks in advance of the employee's eligibility date. The affected employee shall be furnished a copy of the department head's recommendation.

v. Changes in an employee's salary because of promotion, demotion, postponement of salary step increase or special merit increase will set a new salary anniversary date for that employee, which date shall be as stated in the preceding paragraph. Salary range adjustments for the classification will not

set a new salary anniversary date for employees serving in that classification.

~~With respect to fiscal year 2013-2014, Union shall have the option to reopen this Agreement in January 2014 to compel the City to meet and confer in good faith with respect to any and all subjects regarding the wages, hours and other terms and conditions of employment of Unit employees that are within its scope of representation provided that, at a minimum, Unit employees shall be entitled to have their base wages increased by three percent (3%) effective the first pay period beginning in January 1, 2014.~~

2. Administrative Work Schedules Differential

   a. All Unit employees ~~regularly~~ **temporarily or permanently** assigned to an administrative work schedule (i.e., a schedule of approximately 80 hours of work per biweekly pay period) **for at least one full pay period** shall receive a schedule differential increase equal to ten percent (10%) of base wages **for the time worked on an administrative work schedule**. This provision does not apply to Unit employees assigned to temporary modified duty.

   b. When Unit employees in an administrative assignment work overtime in a suppression/shift assignment, such employees shall be paid based upon an hourly rate of pay calculated by dividing the employee's biweekly compensation including this differential by 112 hours (instead of 80 hours). All overtime work performed by Unit employees in a non-suppression capacity shall continue to be paid based upon an hourly rate of pay calculated by dividing such employee's biweekly compensation including this differential by 80 hours.

   c. Whenever a Unit employee is promoted at a time he or she is regularly assigned to an administrative work schedule and is receiving the administrative schedule differential, he or she shall be placed at the pay step attributable to the promoted classification that affords at least a 5% increase over the sum of the base salary plus the administrative schedule differential he or she was earning immediately preceding the promotion.

3. Retirement

   a. ~~City shall continue to report to the Public Employees Retirement System (PERS) as compensation earnable pursuant to Government Code section 20636(c)(4) City's payment of required employee retirement contributions to PERS. Union agrees that any future wage comparison involving base wages would include the cost of this change in benefit as part of base wages of Unit employees.~~

b. ~~City shall continue to cause the pensions of all Unit employees to be calculated based upon the 3% at age 50 retirement formula set forth in Government Code section 21363.2.~~

a. **Employees hired on or before December 31, 2012 or who are defined as "classic" PERS members hired on or after January 1, 2013:**

i. **For "safety" employees, the City's contract with CalPERS provides for the three percent (3%) at age fifty (50) retirement formula.**

ii. **For "miscellaneous" employees, the City's contract with CalPERS provides for the two percent (2%) at age fifty-five (55) retirement formula.**

iii. **Effective the first pay period following ratification by IAFF and adoption by the City Council, classic employees shall pay three percent (3.0%) of pensionable compensation towards the required employee retirement contribution to PERS. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.**

1. **The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is six percent (6.0%) of pensionable compensation for safety employees and four percent (4.0%) of pensionable compensation for miscellaneous employees.**

iv. **Effective the first full pay period following July 1, 2017, classic employees shall pay an additional one percent (1.0%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four percent (4.0%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.**

1. **The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is five percent (5.0%) of pensionable compensation for safety employees and three percent (3.0%) of pensionable compensation for miscellaneous employees.**

v. **Effective the first pay period following January 1, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of four and a half percent (4.5%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.**

1. **The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four and a half percent (4.5%) of pensionable compensation for safety employees and two and a half percent (2.5%) of pensionable compensation for miscellaneous employees.**

vi. **Effective June 30, 2018, classic employees shall pay an additional one half percent (0.5%) of pensionable compensation towards the required employee retirement contribution to PERS for a total of five percent (5.0%) of pensionable compensation. This shall be paid by employees by payroll deduction. This payment shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.**

1. **The remaining required employee retirement contribution shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions to PERS, which is four percent (4.0%) of pensionable compensation for safety employees and two percent (2.0%) of pensionable compensation for miscellaneous employees.**

b. **Employees hired on or after January 1, 2013 who are "new members" as that term is defined in the Public Employee Pension Reform Act ("PEPRA"), Government Code § 7522 et seq.:**

i. **For safety employees, the City's contract with CalPERS provides for the two point seven percent (2.7%) at age fifty-seven (57) retirement formula.**

ii. **For miscellaneous employees, the City's contract with CalPERS provides for the two percent (2%) at age sixty-two (62) retirement formula for miscellaneous employees.**

iii. **Employees shall pay the full "member contribution" to PERS at the rate established by PERS, which is 50% of the normal cost as provided in Government Code Section 7522.30(c), and which in FY2016-17 is 12.25% of pensionable compensation for safety employees and 6.00% of pensionable**

<u>compensation for miscellaneous employees and which may change from year to year. This shall be paid by employees by payroll deduction. No portion of the member contribution shall be paid by the City. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code.</u>

c. Effective June 30, 2007, the City shall commence contributing on behalf of each Unit employee an amount equal to 1.6923% of his or her base salary to a Post Employment Health Plan (PEHP), as authorized by Internal Revenue Code Section 501(c)(9), which PEHP shall be administered by a private agency authorized by the City. These contributions shall not be considered as taxable income or pensionable income and the City shall not report such contributions on the Unit employee's W-2 form.

The PEHP shall permit participants to allocate all or a portion of payouts upon separation of unused sick leave and/or annual leave benefits in accordance with terms and conditions to be agreed upon by the City and Union at a later date.

Upon separation, all Unit employees shall contribute the value of the same percentage of annual leave and/or sick leave to the PEHP. The applicable percentage shall be determined annually by City and Union.

4. Life Insurance Premiums

City shall continue to pay 100% of the premiums for Unit employee-only coverage under the existing level of benefits for life insurance.

5. Health Insurance Premiums

a. City shall ~~continue to~~ contribute the amount required under Government Code section 22892 toward the payment of premiums under City's health insurance plan on behalf of each Unit employee and, to the extent required by law, each eligible retiree. Nothing in this paragraph 5 shall have any bearing on the issue of whether the selection of available health insurance carrier(s) by City is a required subject of the "meet and confer in good faith" process.

b. City shall ~~continue to~~ contribute $112.39 biweekly per Unit employee towards City's health insurance reimbursement plan (Cafeteria Plan). **<u>Effective January 1, 2017, the City's contributions towards the Cafeteria Plan shall increase by sixty dollars ($60.00) per month, or twenty seven dollars and sixty nine cents ($27.69), per pay period based on a twenty-six (26) pay period cycle.</u>**

c. City shall ~~continue to~~ contribute $30.83 biweekly per Unit employee towards City's dental insurance reimbursement plan (Cafeteria Plan).

d. City and Union acknowledge that the Cafeteria Plan is primarily designed to provide health and dental insurance benefits to Unit employees. Nevertheless, if a Unit employee provides acceptable verification of alternative health insurance or dental insurance coverage to City, the Unit employee may receive a cash payment to the extent that when added to the employee's other insurance selections the cash payment does not exceed the available Cafeteria Plan dollars provided by City.

6. Driver's License

   a. Unit employees hired by City on or after November 24, 1994, shall continue to be required, prior to the completion of their probationary period, to secure from the Department of Motor Vehicles either (1) a Firefighters' Class "B" Driver's License or (2) a Class "B" Driver's License with the endorsements necessary to allow the Unit employee to operate a fire engine and ladder truck.

   b. (1) Unit employees employed by City prior to November 24, 1994, who are not required to possess either such driver's license described above as a condition of performing the duties of their classifications may volunteer to obtain either such driver's license. In the event that the Fire Chief or his/her designee ("Fire Chief") determines that there are not sufficient volunteers available to satisfy the needs of the Fire Department, the Fire Chief may require all Unit employees who do not possess either such driver's license to make every effort to secure one.

      (2) Those Unit employees who attempt in good faith to acquire either such driver's license but are unsuccessful shall not suffer any adverse consequences as a result of their inability to obtain either such driver's license, other than being precluded from performing duties which require possession of either such driver's license. Unit employees who presently or hereafter possess either such driver's license shall make every effort to maintain either such driver's license.

   c. City shall continue to pay all attendant costs incurred by Unit employees in applying for, procuring and maintaining either such driver's license described above, including any required medical examination or application fees.

7. Alternative Duty

   a. Upon submission of medical documentation that a Unit employee is unable to temporarily perform firefighting duties due to an injury or illness, the Fire Department will continue to provide, at the Unit employee's request, alternative duty. Alternative duty shall be limited to that which is medically appropriate and which contributes in a meaningful and identifiable way to the function and mission of the Fire Department. Alternative duty assignments are to be of a temporary nature not exceeding 180 consecutive calendar days. Any extension of alternative duty may be granted after a review of the Unit employee's medical condition by the treating medical provider and the Fire Chief.

   b. Once a Unit employee has been medically certified by a medical provider as fit for full duty, that employee will be returned to the employee's former position and team to which the employee was assigned prior to the temporary disability, unless in the interim the Unit employee has been promoted.

8. Longevity Pay

   a. The City shall provide longevity payments in the following percentages of base wages to employees that have completed the following number of years of service with the City:

Years of Service Completed	**Percentage Bonus**
5 but less than 10	1%
10 but less than 15	2%
15 or more	3%

   b. These bonus payments are not cumulative so that, for example, an employee who has completed 12 years of service shall be entitled to 2%, not 3%.

9. Overtime Compensation

   a. Each Unit employee assigned to fire suppression duties shall be entitled to premium overtime compensation at the rate of one and one half (1.5) times the employee's regular rate of pay, as that term is defined in the Fair Labor Standards Act (FLSA), for all time worked or deemed to have been worked in excess of 182 hours in a 24 day work period.

   b. All other Unit employees shall be entitled to premium overtime compensation at the rate of one and one half (1.5) times the employee's regular rate of pay, as that term is defined in the FLSA, for all time worked or deemed to have been worked in excess of 80 hours in a 14 day work period. The compensation shall be provided in the form of a cash payment unless the employee requests that it be provided in compensatory time off, which shall be subject to a maximum accumulation of forty (40) hours.

   c. For the purpose of determining overtime, the words "deemed to have been worked" shall include all paid leave time, such as annual leave, holiday leave, sick leave, release leave for Union business, jury leave, bereavement leave, and military leave; except compensatory time off.

   d. A Unit employee shall not be entitled to any premium overtime compensation during any work period in which that employee has not actually worked, even though the employee has been deemed to have worked, because of paid leaves of absence, in excess of either 182 hours in a 24-day work period or 80 hours in a 14-day period, whichever is applicable to that employee, unless the employee has used 182 or more hours of injury leave pursuant to California Labor Code section 4850 in a 24-day work period or 80 hours in a 14-day work period, whichever is applicable to that employee.

   e. Employees in the classification of Fire Inspector who are placed in a stand-by status on a recognized holiday shall receive eight (8) hours of premium overtime compensation for each full holiday and four (4) hours of premium overtime compensation for each half-holiday irrespective of whether or not they have been called back to service.

10. Overtime Assignment Policy and Procedures

If staffing situations arise that are not listed in this policy, the on duty Battalion Chief shall be consulted. The Battalion Chief will make every effort to follow the intent of this policy. Occasionally situations may arise that will cause the Battalion Chief to vary from this policy in order to accomplish the objective of filling a position. The Battalion Chief will attempt to find the fairest solution possible given the circumstances.

STAFFING RULES

Annual Leave

Annual Leave selections take place in October for the upcoming year. After December 1st employees may request additional annual leave through Telestaff for the following year. If the maximum number of employees specified in paragraph 17(g) are already off, Telestaff will notify you that it is unable to take your request. When annual leave is cancelled by an employee and the maximum number of employees were off that day, the day will be put out to bid by the Staffing Captain via e-mail. Employees who want to request that day shall go to the Telestaff roster and use the “Bidding for annual leave” code. At the close of the bid period (usually two weeks) the Staffing Captain will award the annual leave to the employee with the most seniority in the department requesting the time off. Days which do not have the maximum number of employees off will become available through Telestaff without notification. When requesting annual leave through Telestaff, it will warn you that it needs to be approved. Telestaff will automatically approve the request that day.

Employees who determine they don’t want to use assigned annual leave shall cancel it as soon as possible. Telestaff will hire for your vacancy 28 days before it takes place. A cancellation after that time will affect the person who took your vacancy. Staffing Captains shall not freeze vacancies from the hiring process while an employee decides whether they want to keep assigned annual leave.

Coverage will be rank for rank. Station 7 vacancies will be filled with Haz Mat qualified personnel only. Filling a vacancy with acting personnel is allowed for periods of 12 hours or less if necessary.

Transfers

When employees transfer to another shift, they carry their assigned annual leave to the new shift regardless if it creates a person in excess of the maximum number of employees specified in paragraph 17(g) on annual leave. If an employee cancels annual leave in this situation the annual leave shall not go out to bid unless there are less than the maximum number of employees on annual leave.

Brush Fire Response

24 hour overtimes received while on a brush fire or other emergency will place the employee at the bottom of the pick list.

Family Sick Leave

~~Shift employees are eligible to use up to 67 hours of family sick leave per year.~~ **Employees are eligible to use up to one half of their annual leave accruals to care for a family member, as such term is defined in California Labor Code section 233.** An employee is eligible to work overtime the day after using family sick leave. Telestaff tracks the family sick leave used annually and will not allow excessive use. Employees may notify Telestaff of family sick leave between 1600 hrs the day before and 0629 hrs the morning of the shift. Notification of family sick leave outside of these hours shall be done through the Duty Chief.

Fatigue (Consecutive Hours Worked)

An employee shall not work more than 120 hrs in any 132 hour period. Telestaff will analyze rosters prior to offering an overtime to ensure that the employee will not exceed this standard. Employees will not be mandated if doing so will cause the employee to work more than 120 hours in a 132 hour period.

Hiring Order

When Telestaff hires for multiple openings on a single day it starts with openings at Station 7 and works down to Station 1.

New Employees

Employees will be automatically added to the overtime list when they are considered manpower. The employee must notify the Department if they want to be excluded from the list.

Holiday Volunteer List

For Thanksgiving, Christmas Eve, Christmas, New Years Eve and New Years Day, a request will be sent out by the Staffing Captains for volunteers to work if any unfilled openings exist after Telestaff hires on the 28th day out (or the first night of the hiring process if less than 28 days) for these holidays. If an opening is unfilled, the next day the Staffing Captain will use the volunteer list to fill existing openings. Volunteers will be selected according to the pick list order. Volunteers are not moved on the overtime list. Do not put signup codes in Telestaff for the holiday if you want to volunteer. Only use signup codes when you want to assure yourself that you will be selected before volunteers. If Telestaff selects you with a signup code, normal movement on the overtime list will occur. Any vacancy that exists after Telestaff hires and the volunteer list is exhausted will be mandated the following day.

Injury Leave and Extended Sick Leave

If an employee is on injury or extended sick leave, they are not eligible for overtime. Telestaff will only offer overtime after the date of the doctors estimated length of disability. During this period of disability, a “Do Not Call” status shall be entered in Telestaff by the Staffing Captain. The employee shall be responsible for keeping the Department and Staffing Captains informed of their status. Employees shall remove sign up codes entered during the anticipated injury or sick leave period so that overtime can be assigned properly. Employees anticipating a longer period of disability than the doctor release states should contact the Staffing Captain to have a “Do Not Status” placed on their calendar to cover the expected length of disability. This will stop Telestaff from calling the employee until they are ready to come back to work.

Mandates

If an opening is not filled by volunteers, the department, in order to maintain proper staffing levels, shall mandate an employee to work. A separate mandate list is maintained in Telestaff. If an employee is mandated to work, they shall move to the back of the mandate list unless the mandate was due to emergency operations. An employee who is promoted will be placed on the mandate list according to their previous mandate history.

New employees are placed at the front of the mandate list. Vacancies that continue to exist after one hiring process will be filled by a mandate the next day. There is no minimum time limit for a mandate.

Employees will not be mandated more than once in a two week period. Employees on the overtime list will be mandated before employees who don’t work overtime. An employee who has been on the overtime list for at least six calendar months will stay on the mandate list until the end of the year. An employee will not be mandated while on annual leave. For mandate purposes, annual leave will be the period of time from the last regular day worked until the first regular day back on duty.

If these mandate rules must be broken because there are not any employees eligible to mandate, the rules will be broken in this order; the two week rule, employees not on the overtime list, fatigue rule, vacation leave.

An employee working emergency callback overtime shall be credited with a minimum of two-hours of overtime per emergency callback.

Notification

When an employee uses a sign up code and Telestaff assigns overtime to them, Telestaff notifies them and requests they acknowledge the message. It is not asking you to work. You have already stated your desire to work by putting a sign up code in Telestaff.

Opportunities

If there is an opening for the next shift at 1830 hrs or 1930 hrs and you do not have a sign up code Telestaff will call and advise you of an opportunity to work. Telestaff is asking you if you want to work. You may turn it down without being rotated on the list. At 0630 hrs, regardless of sign up codes, you will be given the opportunity to work, Telestaff does not assign overtimes during this hiring process. If you missed the phone call, you may call Telestaff to see if the opportunity is still available.

Overtime Cancellation

Employees who cancel assigned overtime shall be rotated on the list as if they worked the assigned overtime. Employees whose overtime has been canceled by the department shall be placed on the overtime list relative to their previous overtime history at the time of the overtime assignment.

Partial Overtimes

Overtime assignments less than 24 hours shall be a partial shift. So that employees can pick full (24 hour) overtimes first, Telestaff hires for partials the night before, after all full overtimes have been filled. Employees who want to work a partial should use the "Partial Shift" work code prior to 1930 hrs the night before. When two or more partial shifts occur on the same day at the same rank, even if they are consecutive, they will be treated as separate overtime openings. Partial overtime assignments do not rotate the employee to the back of the list. 24-hour overtime assignments shall rotate the employee to the back of the overtime list.

Promotions

After an employee is notified of their upcoming promotion, they are eligible to work overtime in their current rank until the day of their promotion. Telestaff will offer the employee overtime at their new rank starting on the promotion date. This will happen during the 28 day cycle before the employee has been promoted to their new rank. Any overtimes already assigned at the old rank which occur after the promotion date will be canceled and the employee will be placed on the overtime list according to previous overtime history. The employee's overtime history will determine their placement on both overtime lists. A recently promoted employee has up to six months to pay back shift trades with other employees in their previous rank. Staff personnel may work overtime in fire suppression at the rank previously held prior to the staff assignment.

Shift Trades

Shift trades of regularly scheduled work periods between two employees of the same rank are allowed. The employee who will be reporting to work that day is responsible for entering the trade in Telestaff. This shall be done before 0730 hrs the morning of the trade. Because accurate rosters are important to the safe operation of the fire department, trades not reported before 0730 hrs must be reported to the Duty Chief.

An employee who has taken the day off with a trade is not eligible to work overtime on that day. An employee working a shift trade can not move to an open overtime spot. Once the overtime is filled the overtime employee can mutually agree to switch with the person working the shift trade. An employee who is off on a shift trade is not eligible to be mandated for that day.

Sick Leave

Annual leave includes sick leave but is tracked as a separate status in payroll and Telestaff. Employees can notify the department that they are ill by using Telestaff or calling the Staffing Captain between the hours of 1600 hrs the day before and 0629 hrs the day of the shift. Sick leave notification outside of these hours shall be done through the Duty Chief. An employee is not eligible for overtime for the next 24 hours after the sick leave shift.

Switching Overtimes

Trading overtime shifts occurring on different days will be allowed on a trial basis. Both employees must have assigned overtimes to switch. An employee shall not switch an assigned overtime for an unassigned overtime in the future. Employees may trade overtime assignments that occur on the same day. The Staffing Captain shall be notified of the changes before 0730 hrs the morning of the shift.

When an employee has someone work part of their overtime, each employee gets paid for the time they worked.

TELESTAFF STAFFING TIMELINE

<u>0800 Hrs</u>

Shift change takes place at 0800 hrs. 24 hour vacancies hired before 0800 will result in movement on the overtime list regardless if the employee reports to work by 0800. Employees called after 0800 for that shift will not move back unless the employee was already at work and receives 24 hours of pay.

<u>1830 Hrs</u>

Telestaff hires for 24 hour openings for the next day. It uses the pick list and assigns the overtime if the employee has a signup code or calls them and offers the overtime if they do not have a signup code.

<u>1900 Hrs</u>

Telestaff fills openings that occur within the next 2-28 days (up to four weeks from this evening) using sign up codes entered by employees on their calendars. By entering these codes the employee is notifying the Department that they are willing to work. Employees should remove sign up codes from days they become unable to work before Telestaff hires. If an employee is unable to work an overtime they have been assigned they must notify the Staffing Captain to have their name removed. A penalty is assessed which places the employee on the overtime list (pick list) as if they had worked the overtime.

<u>1910 Hrs</u>

Telestaff starts the notification process by calling everyone who was assigned overtime at 1830 and 1900 Hrs. During each calling cycle Telestaff will attempt to contact you three times. If you are on duty it will call you at work and if it is unable to reach you it will call your first contact phone number and then at work a few minutes later. If you are off duty it will call your first contact number, your second contact number and then return to your first contact number. Telestaff is calling to notify you of your overtime and have you acknowledge your overtime assignment. Telestaff will also call people who have not acknowledged previous overtime assignments. If Telestaff has not made contact with you by phone of your assignment the next time you log in by computer Telestaff will have you acknowledge your overtime assignment

<u>1930 Hrs</u>

Telestaff hires 24 hour openings for the next day that have appeared since 1830 hrs or are still unfilled. It uses the pick list and assigns the overtime if the employee has a signup code or calls them and offers the overtime if they do not have a signup code. If there is still an opening for the next day after the 1930 hrs hiring process the Staffing Captain will use the Mandate List to put an employee on standby mandate status. Employees who are on standby mandate can not leave work without the approval of the Staffing Captain. The Staffing Captain will notify the employee the next morning of the standby mandate status after he has determined whether the opening was filled without the use of a mandate.

<u>1935 Hrs</u>

Telestaff hires next day partial shift overtimes. Employees with partial shift signup codes are grouped at the top of the hiring list and assigned the overtime. If there are no partial shift signup codes, employees will be called and offered the overtime.

<u>2000 Hrs</u>

Telestaff calls people who were assigned overtime at 1930 hrs and any outstanding overtime assignments that have not been acknowledged.

<u>2130 Hrs</u>

Phone notifications from Telestaff stop until the next morning at 0630 hrs.

<u>0630 Hrs</u>

All requests to Telestaff for sick leave, family sick leave and annual leave should be in before this time for the next shift. All overtime personnel for the next shift should have acknowledged their assignment in Telestaff. If they have not acknowledged the assignment their name will be removed and an overtime penalty assigned for unacknowledged 24 hour shifts. Telestaff will begin the automated process of hiring for the shift that starts at 0800. Telestaff will call everyone eligible to work and offer the assignment to them. This request can be accepted or turned down without penalty. Telestaff will call employees who have signed up first then everyone else. The shift starts within 1 1/2 hours so this process takes place quickly with little time between phone calls. Also because this is an automated offer without human involvement, employees not available by phone may miss this last minute opportunity to work. If you missed the phone call you can call Telestaff to see if the opportunity is still available.

<u>0730 Hrs</u>

If an opening still exists for today, the Staffing Captain will mandate an employee to fill the spot.

<u>0740 Hrs</u>

The roster should be complete. All stations may now print a roster for the next shift.

11. Acting Pay

Employees who are acting in a higher classification shall receive the following additional compensation per hour during such acting assignment. Acting assignments shall not be scheduled for more than half of a 24 hour shift.

Employee's Regular Assignment	Employee's Acting Assignment	Acting Pay Per hour
Firefighter	Fire Engineer	$0.42
Firefighter	Fire Inspector	$0.42
Firefighter	Squad Driver	$0.42
Fire Engineer	Fire Captain	$0.58
Firefighter	Fire Captain	$0.92
Fire Captain	Battalion Chief	$1.25

12. Bilingual Pay

a. City shall provide bilingual premium pay of twenty dollars per biweekly pay period for designated qualified Unit employees as currently defined below, subject to annual review.

b. Purpose

To establish guidelines and procedures for implementing the Bilingual Pay provisions of the Personnel Rules and Regulations and Memorandums of Understanding.

c. Authority

Section IV, Article 14 of the Personnel Rules and Regulations and applicable articles of Memorandums of Understanding are the authority for Bilingual Pay.

d. Criteria

The following criteria shall be used in evaluating a Bilingual Pay request:

The employee's assigned duties must involve regular and frequent use of bilingual skills in oral communication. Regular and frequent means using the skill on the average of at least once per workday. All employees who have bilingual skills are not automatically entitled to bilingual pay.

The employee must be fluent in English and Spanish.

The total number of positions for which bilingual pay will be approved is generally limited to two positions per program.

An exception may be considered for programs where bilingual services must be provided beyond the normal eight-hour workday or five-day workweek.

e. Procedures

The program leader shall complete a Bilingual Pay form for each employee identified to receive bilingual pay.

The Human Resources Department or their designee shall conduct a bilingual skills examination to determine that the employee is fluent in English and Spanish.

Where several employees equally qualify for nomination, the bilingual pay benefit may be rotated on a semiannual basis.

13. Standby Compensation

Each Unit employee who has been placed in a stand-by status shall be entitled to stand-by pay in the amount of $2.00 per hour for all time spent in that status.

14. Tuition Reimbursement

a. City shall pay up to fifty percent of the costs of tuition, registration fees, laboratory fees, and books to a maximum of two hundred dollars per Unit employee per City fiscal year for work-related courses presented by accredited academic institutions

b. Courses that qualify for this reimbursement are those that directly relate to the Unit employee's duties with the City or that directly relate to and are part of a planned course of study being actively pursued for promotion within City service, that are presented by an accredited high school, college, university or other accredited institution, and that are satisfactorily completed with a grade of "C" or higher.

c. There shall be no obligation for City to reschedule the work hours of any Unit employee to facilitate attendance at any course of study.

15. Educational Incentive

Each Unit employee who has earned an Associate Degree (A.A or A.S.) shall be entitled to educational incentive pay equal to two and one-half percent (2½%) of base wages and each employee who has earned a Baccalaureate Degree (B.A. or B.S.) shall be entitled to educational incentive pay equal to an additional two and one-half percent (2½%) for a total of five percent (5%) of base wages.

16. Emergency Response Time

Unit employees shall continue to reside at a location that would enable Unit employees to respond in an emergency to their work location within ninety (90) minutes or less based upon customary safe driving time and conditions.

17. Annual Leave

a. City shall provide annual leave benefits to Unit employees as follows:

1) ~~Commencing effective November 5, 2005, full-time regular Unit employees no longer accrued vacation, holiday or sick leave benefits except that non fire suppression employees continued to receive paid holidays in addition to the annual leave described below. Instead, such e~~**E**mployees accrue~~d~~ annual leave for each biweekly period of service or major fraction thereof based upon years of service as set forth in the following tables:

FIRE UNIT (SHIFT/SUPPRESSION)
ANNUAL LEAVE RATES

Years of Service	Months of Service	Biweekly Accrual	Annual Accrual	Maximum Accrual as of Dec. 31st
<5	0-59	13.41	348.56	1219.95
5-6	60-71	13.84	359.74	1259.08
6-7	72-83	14.27	370.92	1298.21
7-8	84-95	14.70	382.10	1337.34
8-9	96-107	15.13	393.28	1376.47
9-10	108-119	15.56	404.46	1415.60
10-11	120-131	15.99	415.64	1454.73
11-12	132-143	16.42	426.82	1493.86
12-13	144-155	16.85	438.00	1532.99
13-14	156-167	17.28	449.18	1572.12
>14	168+	17.71	460.36	1611.25

FIRE UNIT (NON-SHIFT/ ADMINISTRATIVE)
ANNUAL LEAVE

Years of Service	Months of Service	Biweekly Accrual	Annual Accrual	Maximum Accrual Dec. 31st
<5	0-59	6.04	157.04	549.64
5-6	60-71	6.35	165.10	577.85
6-7	72-83	6.66	173.16	606.06
7-8	84-95	6.96	180.96	633.36
8-9	96-107	7.27	189.02	661.57
9-10	108-119	7.58	197.08	689.78
10-11	120-131	7.89	205.14	717.99
11-12	132-143	8.20	213.20	746.20
12-13	144-155	8.50	221.00	773.50
13-14	156-167	8.81	229.06	801.71
>14	168+	9.12	237.12	829.92

2) Except as provided below, if a Unit employee accrues the maximum level of annual leave, such employee shall no longer be entitled to accrue additional annual leave until such time as his/her accrued annual leave is below the applicable maximum, unless an employee is temporarily disabled and receiving benefits under Labor Code section 4850 in which case the employee shall continue to accrue hours past the established maximums while in that capacity. In the situation described above, the employee who is receiving benefits under Labor Code section 4850 shall have all hours earned that are above the maximum maintained in such employees' annual leave bank for up to one (1) year, following his/her return to work after which the above accrual limits will be reinstituted.

b. A Unit employee may redeem accrued annual leave for cash **or roll accrued annual leave into a deferred compensation plan** ~~once~~ during each calendar year by submitting a written request to the General Accounting Division (Finance/Payroll) during the month of July or December according to the following table:

YEARS OF SERVICE	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS (ADMINISTRATIVE WORK SCHEDULE)	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS (SUPPRESSION WORK SCHEDULE)
Greater than 5	40 hours	56 hours
Greater than 10	80 hour	112 hours
Greater than 15	120 hours	168 hours

Any rollover of accrued annual leave into an employee's deferred compensation plan shall be subject to the lower of the redemption limits set forth above or any applicable IRS limits. Compliance with applicable IRS limits is the responsibility of individual employees. However, upon request, the City shall provide requested information to assist the employee. Should employees choose to roll accrued annual leave into a deferred compensation plan under this subsection, they must submit their redemption forms to the City's payroll department no later than July 1st or December 1st.

c. If a Unit employee separates from service, the employee shall be paid for accrued annual leave to which the Unit employee is otherwise entitled at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.

d. Sick leave benefits accrued by Unit employees as of November 5, 2005, shall be addressed as follows:

1) Such current sick leave accruals may be used to receive a leave of absence with pay for illnesses or injuries of the employee under the same circumstance and with the same limitations as existed prior to November 5, 2005.

2) Such current sick leave accruals and/or current annual leave accruals may be used as donations to a sick leave bank established by City for another City employee.

3) City will redeem fifty percent (50%) of such current unused or unredeemed sick leave accruals, not to exceed 1344 hours, upon any separation from service to those employees with a minimum of five years of regular full-time service, at time of separation, at his/her then current hourly rate of pay including any longevity pay, educational and incentive pay and bilingual pay being earned as of the effective date of separation from City service.

4) All vacation leave and holiday leave benefits accrued by Unit employees as of November 5, 2005, were transferred into their annual leave accrual banks.

~~e. Unit employees are eligible for their first annual leave day when they have completed one month of continuous service, provided they have a regular position.~~

f. ~~Unit employees will indicate their annual leave selections by submitting written requests listing their 12 selections in order of preference. The Fire Chief will allocate~~

~~annual leave periods by seniority.~~

g. To enable all Unit employees to receive the number of annual leave hours to which they are entitled, up to four employees from the same shift may be on scheduled annual leave simultaneously during the year provided, however, that no more than three employees in the classifications of Fire Engineer and Fire Captain may be on scheduled annual leave at any one time.

h. Regular scheduled annual leave will not be altered unless unusual conditions exist and/or an emergency occurs and all Unit employees are required to be available for work.

i. The vacation leave and holiday leave selection procedure shall reflect that:

   1) Each Unit employee shall have the right to select vacation leave benefits equal to his or her annual accrual rate before any other employee may select vacation leave benefits in excess of his or her annual accrual rate.

   2) Each selection shall be confined to one block of consecutive shifts.

j. All non-fire suppression employees shall receive the following paid holidays:

   New Year's Day
   Presidents' Day Cesar
   Chavez Day Good Friday
   (1/2 Day) Memorial Day
   Independence Day
   Labor Day
   Admissions Day
   Veterans' Day
   Thanksgiving Day
   Christmas Eve (1/2 Day)
   Christmas Day
   New Year's Eve (1/2 Day)

18. Bereavement Leave

a. Shift employees are entitled to up to 48 hours (2 shifts), and non-shift employees are entitled to take up to three days of leave of absence with pay, as necessary, on the death of any member of his/her immediate family. Immediate family shall include the following individuals related to the employee or the employee's spouse by reason of bloodline, adoption or foster care: parents, grandparents, spouse, brother(s), sister(s), child(ren), son(s)-in-law, daughter(s)-in-law, grandchild(ren), great grandchild(ren), step child(ren), step grandchild(ren), and any blood relative(s) living in the immediate household.

b. Immediately upon return from bereavement leave, the employee shall furnish to the City some evidence of the death, e.g., a newspaper clipping, obituary notice, funeral card, or other record of death. If such evidence is not provided, the bereavement leave shall be considered leave without pay.

19. Military Leave

a. Unit employees shall be entitled to the military leave benefits as provided in the California Military and Veterans Code.

b. Unit employees will be paid 100% of their assigned daily wage for the first 30 days of military leave. For the next eleven months the City will supplement the Unit employee's military salary to maintain the Unit employee at the same assigned daily rate of pay on the date of deployment. After 12 months Unit employees are able to use accrued leaves to maintain them in paid status. Once these leaves are exhausted the Unit employee will have job protection as defined in the California Military and Veterans Code.

20. Hours of Work and Work Schedule

a. Unit employees assigned to fire suppression duties shall continue to be scheduled to work in 24-hour shift increments, with each shift commencing at 8:00 a.m., on a three platoon "4 to a 4, 4 to a 6" cycle that causes them to be scheduled to work an average of 56 hours per week or eight 24-hour shifts in a 24-calendar day work period, less applicable time off for annual leave, holidays, sick leave and other appropriate leaves of absence.

b. The position of Administrative Captain shall continue to work a seven-day work schedule consisting of ten-hour work days on Monday through Thursday with Friday, Saturday and Sunday being days off. Each workday shall be scheduled to commence at the same time as every other workday.

c. Fire Inspectors, the Administrative Captain and Fire Prevention Captains shall be assigned to a ten-hour daily work shift on a schedule that requires them to work four days in a seven-day calendar week. An alternative schedule may be worked if it is mutually agreed upon by the employee and the Fire Chief.

21. Jury Duty

If a Unit employee is called for jury duty, he/she shall be granted a leave of absence with pay provided that:

a. The Fire Chief has been notified by the Unit employee of the jury duty summons.

b. The Fire Chief could not obtain an excuse for the Unit employee from serving on the jury, in those instances where the employee could not be conveniently spared from his/her City duties at the time.

c. The Unit employee refunds to the City fees received for jury duty service except travel and actual expense reimbursement.

d. The Unit employee who is assigned to shift work shall return to his/her shift at the completion of the jury duty assignment each day.

22. Consecutive Hours Worked

Except in an emergency situation, a Unit employee shall not be assigned to work overtime or in a special assignment when either would cause the Unit employee to work more than 120 consecutive hours, recognizing that an employee will be assumed to work all future regularly scheduled hours.

23. Transfers

The procedure regarding station assignments or transfers, including selection of the Squad Driver at a station other than the one at which the Hazardous Materials (HazMat) Team is located and assignments to non-fire suppression positions other than Fire Inspector, shall be as follows:

a. Regular Seniority-Bided Assignments: In the event of a station opening due to the promotion, transfer, demotion, retirement or demise of an employee, which is to be filled by a lateral transfer, such lateral transfer shall be made in accordance with the following provisions:

1) All positions to be filled by lateral transfer shall be announced by email which shall be posted in convenient locations accessible to all employees for a period of at least 15 calendar days.

2) Except as written below, each such position shall be considered open for written bid to the Fire Chief or his designee, by all employees meeting classification requirements.

3) Except as written below, in the event more than one employee submits a written bid to the Fire Chief or his designee, the position shall be filled by the bidding employee with the highest seniority in rank.

b. <u>Probationary Employees:</u>

1) A new employee or newly promoted employee may displace any employee in his or her classification during the probationary period, provided that no employee may be displaced more than once or for longer than six months during any two-year calendar period. The displaced employee must be on the same shift as the vacancy existing at the conclusion of the bidding process.

2) Any employee displaced as a result of this process will be returned to his or her original assignment upon completion of the displacement period.

3) Employees currently on probation either in a promoted or newly hired status shall be eligible to bid for station assignments pursuant to this provision.

4) Employees, who begin a probationary period after the effective date of this MOU, either in a newly hired or probationary status, will be eligible to participate in this bidding system but will not be entitled to be transferred pursuant to the bid until after the completion of their probationary period.

c. <u>Fire Chief's Discretion</u>: As pertains to Hazmat Team, Deputy Fire Marshal (Prevention Captain), Administrative Captain, and Staffing Captain, the following provisions shall be applicable:

1) Assignment of employees to the Hazmat team, Deputy Fire Marshal, Administrative Captain or Staffing Captain must be made from among employees who have submitted a bid. The Fire Chief may select any of the employees who submitted a bid, as long as three or more qualified bids are received.

2) When the number of employees who have submitted a bid for the assignment is less than three, the Chief may elect to assign an employee who has not submitted a bid to fill the vacancy, provided that such selection must be made from among employees in the same classification and on the same shift as the vacant position.

3) Except as provided below, employees who are assigned to the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain shall be allowed to bid for any other vacant position in their classification at any other Station. A vacant position may result from the promotion, transfer, demotion, retirement, or demise of another employee, or because another qualified

employee has been designated to replace the employee desiring to transfer out of the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain, thereby creating an opening at another Station. An employee desiring to transfer out of the Hazmat Team, Deputy Fire Marshal, Administrative Captain or Staffing Captain must be allowed to do so within one year after submission of their bid.

24. Hazardous Materials Team Incentive Pay

To support and encourage maintenance of a trained and dedicated Hazmat Team for the City, incentive pay in an amount equal to 5% of the employee's base wages will be added to the base wages of all Fire Chief designated Hazmat certified Fire Department personnel assigned to the Hazmat Team and incentive pay in an amount equal to 2.5% of the employee's base wages will be added to the base wages of all suppression personnel who are certified and choose to participate in the Hazmat Team pool, provided that those individuals must perform all reasonable acts necessary to maintain that certification.

25. Staffing Captain

The Staffing Captain will earn an incentive pay in an amount equal to 5% of the employee's base wages. This incentive pay will be added to the base wages of this position. The Fire Chief will have the right to select the employee pursuant to the provisions of Section 23 c.

26. Grievance Procedure

a. Any employee with a grievance may first take it up with his or her Battalion Chief or department director. The grievance shall be submitted and processed on an appropriate form supplied by the City, the contents of which shall be mutually agreed upon by the City and the Union. The grievance shall be presented within 21 calendar days after the facts underlying the grievance occurred, or within 21 calendar days after the grievant, through the exercise of reasonable diligence, should have learned of the existence of the facts underlying the grievance, whichever occurs later.

   If the grievance is not resolved at this level within 21 calendar days after the time it was presented, the grievance may be brought before the ~~City Manager~~ **<u>Human Resources Director or his/her designated representative</u>**. The grievance shall be presented to the ~~City Manager~~ **<u>Human Resources Director or his/her designated representative</u>** in writing by completing the appropriate form within 14 calendar days after the response by the person to whom the grievance was initially presented, if no such response is received within 21 calendar days after the grievance was first presented, within 14 calendar days following the expiration of that 21 calendar day period.

   The ~~City Manager or his designee~~ **<u>Human Resources Director or his/her designated representative</u>** shall meet with the grievant and the grievant's representative, if any, within 14 calendar days following receipt of the written grievance ~~by the City Manager~~. Within 21 calendar days following that meeting, the ~~City Manager or his designee~~ ~~City Manager~~ **Human Resources Director or his/her designated representative** shall forward to the grievant a written response.

Department directors are specifically instructed to listen to employee grievances. If such grievances cannot be resolved at the department level, the department director is instructed to assist the employee in presenting the grievance to the ~~City Manager~~ **Human Resources Director**.

With respect to any grievance which alleges a violation of the express terms of the effective Memorandum of Understanding, if the response of the ~~City Manager or his designee~~ **Human Resources Director or his/her designated representative** does not result in a resolution of the grievance, the grievant may appeal the grievance to advisory arbitration by presenting to the ~~City Manager or his designee~~ **Human Resources Director or his/her designated representative** within 14 calendar days following the receipt of his**/her** response, a written request by completing the appropriate form to present the matter to advisory arbitration. If the ~~City Manager~~ **Human Resources Director or his/her designated representative** and the grievant cannot agree upon the arbitrator within a reasonable time, either party may request the State **Mediation and** Conciliation Service to submit a list of seven arbitrators who have had experience in the municipal sector. The parties shall select the arbitrator by alternately striking names from the list until one name remains, which person shall become the arbitrator. The party who strikes the first name shall be determined by the flip of coin or other similar device. The arbitrator so selected shall hold a hearing as expeditiously as possible at a time and place convenient to the parties, and shall be bound by the following:

1) The arbitrator shall be bound by the language of the MOU and City and departmental rules and regulations consistent therewith in considering any issue properly before him.

2) The arbitrator shall expressly confine himself**/herself** to the precise issues submitted to him**/her** and shall have no authority to consider any other issue not so submitted to him**/her**.

3) The arbitrator shall be bound by applicable Federal, State and City law.

4) The arbitrator may not recommend changes in established wages or benefits, nor recommend the payment of back wages or benefits to a date prior to twenty-one (21) days before the grievance was timely filed.

The arbitrator shall submit findings and advisory recommendations to the grievant, **the Human Resources Director** and to the City Manager.

The City Manager shall, within twenty-one (21) calendar days of the receipt of the written findings and recommendations, make the final determination of the grievance and submit it in writing to the grievant and his/her designated representative.

The cost of the arbitrator and other mutually incurred costs shall be borne equally by the parties.

b. The City Manager is also available to confer with any City employee concerning any personal problems, and such conferences are kept strictly confidential. However, employees understand that there can be not secrecy in discussions with the Manager that pertain directly to the employee's job.

c. A grievance, as distinguished from a personal problem, is a complaint, a view, or an opinion pertaining to employment conditions, to relationships between an employee and his supervisor, or to relationships between an employee and other employees.

d. Any employee or groups of employees who present a grievance may do so with freedom from coercion, reprisal, or discrimination.

e. The time periods set forth in this procedure may be waived by mutual written consent of both the grievant and the City.

f. **During the term of this Agreement, the parties agree to meet and confer over modifications to the grievance procedure applicable to Unit members.**

27. Membership Dues Increase

a. The City and Union agree to honor any membership dues adjustment as certified by an authorized Union official, provided that Union gives written notice of the adjustment to the affected employee(s) ten working days in advance of the beginning of the pay period in which the increase takes effect. The notice shall be accompanied by a statement that the City will honor the requested increase for any employee who does not cancel his/her payroll deduction authorization, and that such failure to cancel will be considered an amendment to the deduction authorization on file. Union must furnish ~~certification~~ **written notification** to the City that the required notice has been sent.

b. Union agrees that the City assumes no liability on account of any actions taken or not taken pursuant to this section, and that the Union indemnifies and holds the City harmless against all claims and liability therewith.

28. Promotional Examinations

a. Current and future vacancies in the Fire Inspector classification shall be filled by in-house, "closed" promotional examination limited to sworn firefighting personnel employed by the City. In the event there are only two or fewer persons on a resulting eligibility list for a vacant position, the Fire Department may elect to conduct a new "open" examination not confined to sworn firefighting personnel of the City, provided that only sworn firefighting personnel shall be eligible to participate.

b. Wherever identical grades exist following a promotional examination procedure, names shall be arranged on the resulting promotional eligible list in the order of seniority within the Oxnard Fire Department.

29. Labor Management Committee

a. There shall be a Labor-Management Committee (Committee) consisting of representatives of the Union and representatives of the City Manager and Fire Chief.

b. The purpose of the Committee is to facilitate positive ongoing labor-management relationships by providing an informal forum for the free exchange of views, and discussions of mutual concerns and problems, as distinguished from meeting and conferring.

c. Representatives of the Union on the Committee who are Unit employees shall not lose pay or benefits for meetings mutually scheduled during their duty time.

30. Drug and Alcohol Testing

a. <u>Purpose</u>

1) Fire Department employees are frequently required to make decisions involving public health and safety and are required to function in hazardous environments. Additionally, Fire Department employees are entrusted with varying levels of responsibility for the welfare of others, security of information and care of property. Because of these responsibilities, the community has high expectations for the conduct of Fire Department employees. Few persons are given such extensive public trust.

2) The use of alcohol or drugs (including some prescription or over-the-counter medications by Fire Department employees in the workplace may not only adversely affect employee performance but can also impact morale and safety and significantly increase the risk of the City incurring civil liability.

3) Any illegal use of alcohol or drugs by Fire Department employees poses a serious threat to public safety. Therefore, in the interests of the City, its residents, and the members of the Fire Department, the Fire Department shall implement the following alcohol/drug testing policy and procedures.

4) Aspects of this alcohol/drug testing program shall be conducted on City time and while participating in this program employees shall be paid in a manner consistent

with the provisions of the developed Oxnard Fire Department Administrative Policy.

b. Employee Responsibility

1) When reporting for duty, Fire Department employees shall not have any alcohol in their body (i.e., less than .01% blood alcohol). Further, employees shall not consume alcohol or alcoholic beverages while on duty.

2) Occasionally, Fire Department employees will be ordered on a nonscheduled call-out to respond to a situation that cannot be delayed. If the employee has consumed any alcohol within eight hours of the call-out, the employee will inform the appropriate Fire Battalion Chief. If an employee has ingested alcohol but is determined to not be under the influence of alcohol, the employee may be considered eligible to work on a case-by-case basis, at the discretion of the Fire Battalion Chief.

3) Fire Department employees will not ingest any substance at any time that is prohibited by law.

4) Fire Department employees will not report for duty while under the influence of any substance, including prescription drugs, that impairs the employees' judgment, emotional stability or physical ability to the extent that the substance could adversely affect the ability of the employee to satisfactorily perform.

5) Any employee taking any medication marked "do not drive," "do not operate heavy equipment" or similarly labeled, shall inform the appropriate Fire Battalion Chief of the use of the medication prior to reporting to duty.

   i. In such cases, the Fire Battalion Chief shall determine whether the employee may work full-duty or light-duty based upon the written opinion of the employee's personal medical provider that the use of the medication will or will not impair the employee's ability to perform specific duties. The Fire Battalion Chief may direct the employee not to respond to the work site or the Fire Battalion Chief may order the employee to return home on the employee's accrued sick leave or accrued vacation leave to be selected at the employee's option. The Fire Battalion Chief has no obligation to provide a full-duty or light-duty position.

   ii. In the event that the employee's personal medical provider provides a written opinion that the use of the medication will not impair the employee's ability to perform specific job duties, the Fire Battalion Chief shall permit the employee to work as scheduled and perform those approved specific job duties.

6) Nothing in this section shall constitute a waiver of an employee's rights under the California Labor Code, the Americans With Disabilities Act, the Public Employees Retirement System statutes or any other similar provision.

c. Method - For Cause/Accident-Driven Testing

1) Fire Department employees shall be subject to mandatory alcohol/drug testing, while on duty, based on articulable reasonable symptoms of suspicion. Articulable reasonable symptoms of suspicion means a level of suspicion based upon specific personal observations of a trained supervisor. The observing supervisor shall describe and document the following:

   i. Personally perceived and specific, articulable observations of the appearance, behavior, speech, body odors or performance of the employee; or

   ii. A violation by the employee of a safety rule or other unsafe work incident which, after further investigation of the employee's behavior or appearance, leads the observing supervisor and a Fire Battalion Chief to conclude that the use of alcohol or a controlled substance may be a contributing factor; or

   iii. Other physical, circumstantial or contemporaneous indicators of alcohol or controlled substance use by the employee.

2) Suspicion does not constitute reasonable suspicion for purposes of this policy if based solely upon the observations and reports of third parties, or solely upon violation of a safety rule or other unsafe work incident.

3) The observing supervisor must inform the employee to be tested of his or her right to representation prior to any testing. All reasonable accommodations shall be made by the Fire Department to ensure the employee has the opportunity to confer with his or her representative prior to testing.

4) Fire Department employees may be subject to mandatory alcohol/drug testing, while on duty, based on critical incidents involving a vehicle accident resulting in personal injury or property damage reasonably believed by the Fire Chief to be in excess of $1,000.

5) The test, at the option of the employee's supervisor, will be of breath or urine. If the employee refuses to take the test, the employee will be considered insubordinate and subject to disciplinary action up to and including discharge.

6) Testing procedures and processes related to the "for cause" and "vehicle accident," standards will be consistent with, and subject to limitations of, Section IV below, for urine testing and to Department of Transportation,

Federal Highway Administration guidelines for breath testing as those may change from time to time. The Fire Department will arrange to transport the employee to and from the testing site for an employee to be tested "for cause" or following a vehicle accident.

7) Specimen collection shall be done at a designated facility which is licensed and approved by the Substance Abuse and Mental Health Services Administration (SAMHSA).

d. Method - Random Testing

1) Frequency of Random Testing

i. Category One

a. All Fire Department employees hired on or after September 18, 1999, may be tested up to, but not more than, four times in a twelve-month period.

b. An alcohol/drug test occurring for cause, or due to a vehicle accident shall not count towards these random test frequency limits.

ii. Category Two

a. Any Fire Department employee not in Category One who has (1) tested positive for alcohol or drugs on a previous occasion or (2) been convicted of a crime related to alcohol or drugs may be tested up to, but not more than, four times in a twelve-month period for five consecutive twelve-month periods.

b. A twelve-month period shall be July 1, 1999, through June 30, 2000 and each July 1 through June 30 of succeeding years.

c. An alcohol/drug test occurring for cause, or due to a vehicle accident shall not count towards these random test frequency limits.

iii. Category Three

a. Any current Fire Department employee competing for promotion to the classification of Fire Engineer may be tested one time prior to establishment of a certified promotional list.

b. This test shall not count towards these random test frequency limits.

iv. Among other things, all Unit employees shall be subject to drug testing in accordance with the procedures and subject to the safeguards set forth herein in cases where (1) there exist articulable symptoms or suspicions of substance abuse or (2) the employee has caused a vehicle accident resulting in personal injury or property damage reasonably believed by the Fire Chief or designee to be in excess of $1,000.

v. City may conduct random drug and alcohol testing up to four occasions per calendar year pursuant to the procedures and subject to the safeguards set forth herein with respect to (1) all Unit employees hired after September 18, 1999; (2) any Unit employee who was tested positive for drugs or alcohol on a previous occasion; and (3) any Unit employee who has be convicted of a crime related to the use of drugs or alcohol subsequent to ratification of this MOU.

vi. Any current Unit employee who competes for promotion to the classification of Fire Engineer shall be required to submit to a drug and alcohol test in accordance with the procedures and subject to the safeguards set forth in Exhibit E as part of that examination process only.

31. Disciplinary Action Appeals Procedure

a. Definition of Disciplinary Action

"Disciplinary Action" is any suspension, demotion, discharge or restriction of access to overtime of regular non-probationary Unit employees taken for punitive reasons.

The Fire Chief may utilize as a form of discipline the penalty of causing an employee to be ineligible for a period not to exceed thirty days for any voluntary overtime assignment. The Unit employee may appeal this discipline in the same manner, and subject to the same hearing rights and procedures, as a dismissal, demotion or suspension.

b. Opportunity to Respond and Appeal

Within five calendar days of receipt of an intent to impose disciplinary action, a Unit employee shall be accorded a prompt opportunity to respond orally or in writing to the person proposing the disciplinary action and to the charges constituting the bases for the action.

c. Advisory Arbitration

1) Within ten calendar days of the receipt of a notice imposing a disciplinary action, a Unit employee may file a request for advisory arbitration with the ~~City Manager~~ **Human Resources Director** or his/her designee to appeal the disciplinary action.

2) ~~City Manager~~ **Human Resources Director** and the Unit employee, or their designated representatives, shall agree on an advisory arbitrator. If they are not able to agree on an arbitrator within a reasonable time, either the ~~City Manager~~ **Human Resources Director** or the Unit employee**, or their designated representatives** may request the State Mediation and Conciliation Service to submit a list of seven arbitrators who have had experience in public sector employee relations. The parties shall select the arbitrator by alternately striking names from a list until one name remains. The identity of the first person striking the first name shall be determined by a coin flip or other random means. Unless agreement is reached on the name of a specific arbitrator, the last name remaining on the list shall become the advisory arbitrator.

3) The arbitrator so selected shall conduct a hearing as expeditiously as possible at a time and place convenient to the parties.

4) Upon conclusion of the hearing, the arbitrator shall submit findings and an advisory recommendation to the employee**, the Human Resources Director** and the City Manager.

5) Within forty-five calendar days of the receipt of the written findings, conclusions and advisory recommendation, the City Manager shall determine whether or not to adopt the recommendation of the arbitrator. The City Manager cannot reject the arbitrator**'**s advisory recommendation and impose discipline that has a greater negative financial impact on the Unit employee than the arbitrator's recommendation without first reviewing the entire evidentiary record of the arbitration proceedings.

6) The cost of the arbitrator and other mutually incurred costs shall be borne equally by the Unit employee and City.

7) The time limits expressed herein may be modified by mutual written agreement of the Unit employee and the ~~City Manager~~ **Human Resources Director or their designated representatives**.

32. Future Meet and Confer Item

City and Union agree to "meet and confer in good faith" with regard to modification of City's Personnel Rules and Regulations. City may not implement any changes in the Personnel Rules and Regulations during the term of this MOU without the concurrence of the Union unless those changes apply uniformly to City employees.

33. Uniform Allowance

a. On the first pay period in the month of October of each year, City shall **pay to**

~~compensate~~ all active Unit employees ~~an~~ **a lump sum** amount of four hundred dollars ($400) for the purchase and maintenance of incidental uniform items. Active Unit employees are those employees in the Fire Unit in a regular pay status. Employees on a paid leave status or on an unpaid leave status shall be provided this additional compensation upon their return to work in regular pay status. This amount shall be reported to PERS as part of compensation earnable.

b. In addition to the existing ~~annual~~ uniform allowance, City shall provide Nomex III A aramid or equivalent thermal protective uniforms to Unit employees on an as-needed basis. City shall repair or replace these uniforms as necessary unless the uniforms were lost or damaged through negligence of the employee.

34. EMT-D Premium Pay

Each Unit employee who has been certified by City, the State, or a recognized professional organization to perform EMT-D functions, and who maintains that certification, shall be entitled to a biweekly increase of base wages equal to two and one-half percent (2 ½%).

35. Release Time for Union Business

a. Union members shall be authorized to use a total allocation of 400 hours per year of paid release time from duty for the conduct of usual and normal Union activities relating to the employer-employee relationship. For purposes of this Section, a reasonable amount of time spent managing/supervising Union business shall be considered to be an authorized Union activity. A Union member's time spent in labor negotiations shall not be included in this 400-hour allocation. City agrees that Union members may carry over fifty percent (50%) of any unused hours of paid release time from duty remaining at the end of a year for use in subsequent years, subject to a maximum accrual limit of eight hundred (800) hours.

b. The Fire Department shall maintain complete, accurate, and current records of release time used. No member shall utilize release time for Union activities without prior authorization of the Fire Chief.

c. If a Union member uses release time under this Section to receive training and such training is creditable by fire safety standards, City may claim credit for such training.

36. ~~Employee Thrift Plan~~ **Resignation and Reinstatement**

a. **Advanced Notice**

A Unit employee may resign from City service at any time. A Unit employee resigning from City service, however, shall give a minimum of two (2) weeks' notice to his/her supervisor in order to enable the City to make proper provisions for filling his/her position, unless a shorter notice period is mutually agreed to by the City and

the employee.

b. **Forfeiture of Privileges**

Except as provided below, upon resignation, the Unit employee shall forfeit all seniority and employment privileges allowed by this MOU and other applicable City policies. Any person resigning may, at the discretion of the City Manager, be reinstated in accordance with Section C below.

c. **Reinstatement**

Any Unit employee who has resigned from City service may apply for reinstatement within one (1) year by means of a written request. If, in his/her sole discretion, the City Manager determines that the reinstatement request should be granted, the applicant may be reemployed in the same job classification as occupied upon resignation if there is a vacancy in that classification. The Unity employee will have his or her seniority rights related to leave accruals and longevity pay reinstated and shall not be required to serve a new probationary period, but shall have no other rights, privileges or benefits accrued by him/her during his/her previous employment. This section will not apply to reinstatement after military service.

~~City shall enable Unit employees to participate in the City of Oxnard Employee Thrift Plan.~~

37. Wellness Program

City supports the continuation of the current physical fitness, wellness, light duty and/or a non-tobacco use program consistent with guidelines developed jointly by the International Fire Chief's Association and the Union with respect to Unit employees. City will make every reasonable effort to continue to fund these programs.

38. Temporary Relocation

a. The Fire Chief shall have the right to temporarily reassign a Unit employee assigned to fire suppression duties who works on 24-hour shifts to another fire station for up to ten 24-hour shifts when there is a reasonable suspicion as defined by the Oxnard Fire Department's Administrative Policy No. 1025-0-96, as determined by the Fire Chief that such employee is creating or contributing to a hostile work environment, under the following conditions.

1) If more than one Unit employee is suspected of engaging such activity, the determination as to which employee or employees shall be relocated shall be based upon seniority in rank, with the least senior Unit employee being temporarily relocated before a more senior Unit employee;

2) An employee who is temporarily relocated will remain on the same "shift" while being moved to a different fire station.

3) The employee replacing any temporarily relocated employee shall be on the same "shift";

4) In determining which employee on the same shift to replace the temporarily relocated employee, first preference shall be given to volunteers. If there are no volunteers, than the least senior employee in the same classification on the same shift shall be selected to replace the temporarily relocated employee.

b. During the period of temporary relocation of such Unit employee, the Fire Chief shall conduct an investigation of the matter in expeditious manner.

39. Term

This MOU shall be in full force and effect from July 1, ~~2008~~ **2014** through ~~June 30, 2014~~ **August 31, 2018**.

40. Closure

City and Union agree to ethically and responsibly support this MOU as ratified by the City Council and, except as provided herein, to seek neither increased nor decreased wages or other benefits from the City Council for the term hereof.

CITY OF OXNARD

____
~~Karen R. Burnham~~ **Greg Nyhoff**
~~Assistant~~ City Manager

____
~~Michelle H. Tellez~~
~~Director of~~

DATED: ________________________, 2016

IAFF LOCAL 1684

____
Jeff Donabedian
President

____

DATED: ________________________, 2016

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OXNARD AND THE
OXNARD PUBLIC SAFETY MANAGERS'ASSOCIATION
(POLICE UNIT)

This Memorandum of Understanding (MOU) is entered into with reference to the following facts:

A. The Oxnard Public Safety Managers' Association (Association) is the recognized majority representative of the employees occupying classifications in the Police Management Unit (Unit) consisting of classifications of Police Commander and Assistant Police Chief; and

B. The authorized representatives of the City of Oxnard (City) and the Association have ~~in good~~ met and conferred in good faith concerning wages, hours and other terms and conditions of employment of Unit employees; and

C. The authorized representatives of City and the Association have reached an agreement as to wages, hours and other terms and conditions of employment of the employees represented by the Association, which shall be submitted to the City Council for its determination. The implementation of this MOU shall be by action of the City Council by appropriate ordinance, resolution or other directives.

D. The MOU supersedes any and all prior agreements or MOUs entered into between City and the Association, on behalf of the Unit.

THEREFORE, the City and the Association agree that upon implementation by the City Council the wages, hours and other terms and conditions of employment for Unit employees shall be as follows:

1. The term of the MOU shall commence ~~September 6, 2008~~**July 1, 2015**, and shall expire ~~September 5, 2014~~**August 31, 2018**.

2. The City and the Association agree to meet and confer upon request of either the City or the Association on staff-recommended changes to the City of Oxnard Personnel Rules and Regulations which are within the statutorily required scope of negotiations as defined in California Government Code section 3504.

3. The City shall, as required by State law, contribute toward the payment of the cost a Unit employee's health insurance provided by the Public Employees Retirement System.

4. The City shall continue to pay 100 percent of the premiums for employee-only coverage under the existing level of benefits for life and long-term disability insurance for Unit employees.

5. City shall continue to pay $160.06 biweekly for each Unit employee as City's contribution toward City's Health and Dental Insurance Reimbursement Program (Cafeteria Program) for Unit employees (includes $129.23 for medical and $30.83 for dental**). Effective January 1, 2017, the City's contributions towards the Cafeteria Plan shall increase by sixty dollars ($60.00) per month, or twenty seven dollars and sixty nine cents ($27.69), per pay period based on a twenty-six (26) pay period cycle.**

~~6. The City shall continue, in accordance with the provisions of California Government Code section 20636(c)(4), to report as special compensation the full monetary value of customary contributions paid to the Public Employees Retirement System (PERS) by the City on behalf of Unit employees pursuant to~~

~~California Government Code section 20691, which equals nine percent (9%) of the compensation earned by a Unit employee and, as such, shall be included in the compensation earned by a Unit employee that is reported to PERS by the City for the purpose of calculating required retirement contributions and retirement benefits.~~

6. Unit employees occupying the classifications of Police Commander and Assistant Chief of Police, as defined in Government Code section 20425 **who were (i) hired on or before December 31, 2012 or (ii) qualify as "classic" members of CalPERS and were hired on or after January 1, 2013**, shall continue to be covered by the 3% at age 50 retirement formula set forth in California Government Code section 21362.2.

   Effective the first pay period following Association ratification and City Council adoption of this agreement, employees who are "classic" members of CalPERS shall pay three percent (3.0%) of pensionable compensation towards the employee share of PERS costs. This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to six percent (6.0%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

   Effective the first full pay period following July 1, 2017, employees who are "classic" members of CalPERS shall pay an additional one percent (1.0%) of pensionable compensation towards the employee share of PERS costs, for a total contribution of four percent (4.0%). This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to five percent (5.0%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

   Effective the first full pay period following January 1, 2018, employees who are "classic" members of CalPERS shall pay an additional one-half percent (0.5%) of pensionable compensation towards the employee share of PERS costs, for a total contribution of four and a half percent (4.5%). This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to four and a half percent (4.5%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

   Effective June 30, 2018, employees who are "classic" members of CalPERS shall pay an additional one-half percent (0.5%) of pensionable compensation towards the employee share of PERS costs, for a total contribution of five percent (5.0%). This shall be paid by the employee by payroll deduction. This payment by employees shall be made on a pre-tax basis pursuant to Section 414(h)(2) of the Internal Revenue Code. The remaining required employee retirement contribution, equal to four percent (4.0%) of pensionable compensation shall be paid by the City. The City shall report to PERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions.

7. The City shall continue to contribute one percent (1%) of a Unit employee's base wages to a deferred compensation plan on behalf of each Unit employee. Employees are responsible to enroll in a deferred compensation program and contribute at least one percent (1%) of their base wages to be eligible to receive this contribution. Employees not enrolled shall not receive any City contribution to deferred compensation.

8. At the discretion of the Chief of Police, unit employees may be permitted to code leave time as administrative leave. However, at no time shall any employee be entitled to use more than fifty-six (56) hours of administrative leave in any one fiscal year.

9. Based upon the semi-annual evaluation of performance by the Police Chief, a Unit employee may be awarded up to one day off every six months for outstanding performance. This leave is in addition to administrative leave which is available as set forth in the City of Oxnard Administrative Manual and is subject to the approval of the City Manager.

10. **Effective February 10, 2015, new Unit members will no longer be permitted to establish a Reserve Leave Fund (RLF). Current Unit members who have previously established an RLF will be permitted to maintain the balance of their RLF.** ~~and will only be permitted to transfer annual leave identified as "Excess Leave" as of November 8, 2014 to their RLF. Employees must submit requests to transfer this "Excess Leave" to their RLF to the City's payroll department no later than thirty (30) calendar days following adoption of this agreement by the City Council. To the extent employees have previously submitted requests to transfer "Excess Leave" to their RLFs, these requests will be processed following adoption of this Agreement by the City Council. Subject to this exception and the exception described in Article 12(d), employees will not be permitted to move any additional accrued leave into their RLFs following the effective date of this Agreement. In no event shall the transfers permitted under this section, Article 12(d), or the combination of such transfers cause an employee's RLF balance to exceed the previously-authorized maximum of 1,560 hours.~~

    An employee has the option to use his or her RLF balance to cover leaves of absence, consistent with the restrictions placed on the use of annual leave set forth in Article 12. In addition, an employee may cash out 100% of the balance of his or her RLF upon separation from City service, provided that the employee has a minimum of five (5) years of regular full time service with the City.~~A Unit employee may establish a Reserve Leave Fund (RLF). The Unit employee may accumulate up to 1560 hours in the RLF of paid leave for severance, sabbatical, or other extended leave purposes. A Unit employee will have the opportunity during the months of July and December to transfer vacation or annual leave hours which have already been accumulated into the RLF subject to guidelines established by the City Manager. This benefit does not grant additional paid leave time over and above that already earned by the Unit employee but rather allows the employee to preserve hours for long-range planning and use. An employee has the option to cash out 100% of the employee's unused RLF upon separation, provided that the employee has a minimum of five (5) years of regular full-time service with the City,~~

11. Annual Leave:

    a. The City shall provide annual leave benefits to Unit employees as follows:

        i. Full-time regular Unit employees shall accrue annual leave for each biweekly period upon years of service as set forth in the following table:

YEARS OF SERVICE	BIWEEKLY ANNUAL LEAVE ACCRUAL	MAXIMUM ANNUAL LEAVE ACCRUAL
Less than 5	10.85	564.20
5 to 10 years	11.16	580.32
Greater than 10	11.47	596.44
Greater than 15	11.78	612.56

ii. **The City Manager may waive the maximum amount of annual leave authorized to be carried forward under extraordinary circumstances, subject to such conditions as the City Manager may deem appropriate.**

b. Except as provided **in section 12(a)(ii) above** ~~below~~, if a Unit employee accrues the maximum level of annual leave, such employee shall no longer be entitled to accrue additional annual leave until such time as the employee's accrued annual leave is below the applicable maximum.

c. A Unit employee may redeem accrued annual leave for cash once during each calendar year by submitting a written request to the Director of Human Resources during the month of July or December according to the following table. The payment shall be made based upon the employee's base rate of pay.

YEARS OF SERVICE	MAXIMUM ANNUAL LEAVE REDEMPTION HOURS
Greater than 5	40 hours
Greater than 10	80 hours
Greater than 15	120 hours
Greater than 20	160 hours

d. If a Unit employee separates from service, the employee shall be paid for accrued annual leave at the employee's base rate of pay earned as of the effective date of separation from City service.

e. Sick leave and vacation leave benefits accrued by Unit employees as of December 14, 2010, shall be addressed as follows:

i. Current sick leave accruals may be used to receive a leave of absence with pay for illnesses or injuries of the employee under the same circumstance and with the same limitations as existed prior to December 14, 2010.

ii. Such current sick leave accruals may be used as donations to a sick leave bank established by City for another City employee.

iii. City will redeem fifty percent (50%) of such current unused unredeemed sick and one hundred percent (100%) of such current unused unredeemed vacation leave accruals not to exceed 600 hours for each account, upon separation from service to those employees with a minimum of five (5) years of regular full-time service, at time of separation, at the employee's base rate of pay being earned as of the effective date of separation from City service. **Effective as of February 10, 2015, employees will not be permitted to transfer vacation or sick leave to their RLFs.**

f. **During their final three (3) years of employment prior to retirement from City service, members may convert accrued but unused annual or vacation leave into a City-sponsored 457 deferred compensation plan. The amount of annual leave and/or vacation leave that may be transferred shall be limited to the contribution amounts set forth in the Internal Revenue Code (the "IRC"). It is the responsibility of each employee, not the City, to ensure compliance with any IRC contribution limits. A member electing to transfer annual leave and/or vacation leave into the deferred compensation plan must enroll in the plan before any leave can be transferred. Members must request a transfer using the City-approved form, which is available from the City's payroll department.**

~~13. Unit employees shall be eligible to direct accrued annual leave, and/or reserve leave as to the City of Oxnard Employees Thrift Plan (Thrift Plan) as follows:~~

~~a. In addition to the limits established in Section 11 of this MOU, Unit employees shall be eligible to transfer accumulated leave from their RLF to the Thrift Plan.~~

~~b. Except upon separation from the City, the total number of hours a Unit employee shall be eligible to transfer to the Thrift Plan, either by transferring hours described in Section 11 of this MOU, or from their RLF, shall be limited to the following:~~

~~First Calendar Year after Ratification of MOU - 500 hours~~
~~Each Year Thereafter - 280 hours~~

~~c. The maximum number of hours a Unit employee shall be eligible to accumulate in a RLF shall be reduced by the number of hours transferred to the Thrift Plan from RLF.~~

12. The City and the Association agree to continue the Physical Fitness and Wellness Program (Program) to be developed by a committee comprised of representatives of the Oxnard Fire Department and Oxnard Police Department. Participation in the Program by Unit employees shall be voluntary. Each Unit Employee shall be eligible for Wellness Reimbursement in accordance with the Administrative Manual Section E-19.

~~15. The City and the Association agree to continue the Drug and Alcohol Testing Program developed with the Association with respect to Unit employees.~~

13. All Unit employees shall be required to sign a "Statement of Acceptance" and refrain from using tobacco products as a term and condition of employment and of continued employment. Violation of the Non-Tobacco Use Policy set forth herein may be the basis for progressive disciplinary action if subsequent violations occur within one year of a prior offense. Employees hired prior to January 1, 1998, are exempted from this provision but are encouraged to participate.

14. If a Police Commander is assigned to Patrol Watch Commander responsibilities and works during the week of a City-recognized holiday, the City shall compensate the Police Commander with ten

(10) hours of annual leave for each such holiday, as long as said Commander is working a 4-10 shift. If the Commander is working an eight (8) hour shift, the Commander shall receive eight (8) hours of annual leave compensation and if the Commander is working a twelve (12) hour shift, the Commander shall receive twelve (12) hours of annual leave compensation.

The annual recurring occasions which shall be observed as City holidays for Unit employees are as follows:

New Year's Day (January 1)
Martin Luther King, Jr. Day (3rd Monday in January
Presidents' Day (3rd Monday in February)
Cesar Chavez Birthday (March 31st)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Veterans' Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Eve (December 24th) (1/2 day)
Christmas Day (December 25th)
New Year's Eve (December 31st) (1/2 day)

15. Wages

a. Effective the first pay period following Association ratification and City Council adoption of this agreement, all unit employees shall receive a two percent (2.0%) base wage increase.

b. Effective the first full pay period following July 1, 2017, all unit employees shall receive a three percent (3.0%) wage increase.

c. Effective the first full pay period following January 1, 2018, all unit employees shall receive a two percent (2.0%) wage increase.

d. Effective June 30, 2018, all unit employees shall receive a one and a half percent (1.5%) wage increase.

~~a. There shall be no wage increase in the fiscal year 2008-2009.~~

~~b. There shall be no wage increase in the fiscal year 2009-2010.~~

~~c. There shall be no wage increase in the fiscal year 2010-2011, however, at the request of the Association, the parties can meet and confer in January 2011 regarding non-economic issues.~~

~~d. Effective the first pay period after January 1, 2012, unit employees shall receive a base wage increase of two (2%) percent.~~

~~e. Effective the first pay period after January 1, 2013, unit employees shall receive a base wage increase of three (3%) percent.~~

~~f. Effective the first pay period after January 1, 2014, unit employees shall receive a base wage increase of three (3%) percent.~~

16. Participation in and Contributions to the OPOA Retiree Medical Trust

The City shall continue to make mandatory contributions to the Oxnard Peace Officers' Association Retiree Medical Trust ("Trust") on behalf of unit employees who were promoted into the Association on or after September 13, 2003. The amount of such contributions made on behalf of each promoted employee shall equal the contribution rate of a top-step sergeant as established in the most recent MOU between the City and the OPOA. The City shall adjust the contribution rate to reflect any negotiated OPOA top-step sergeant increase. Such adjustments to the contribution rate shall be effective on the same date as the negotiated OPOA top-step sergeant increase.

The City shall remit said contributions to the Trust for the duration of this MOU, via ACH transfer to:

United Missouri Bank – Premium Reimbursement Plan Oxnard
Officers Retirement Medical Trust
Account # 39900001614173371
Routing # 101205681

17. Tuition reimbursement shall be provided at the rate of 75% of the cost of tuition, provided the employee attends an accredited institution, receives a "C" or better, or passes the class if the criteria work is pass/fail, and as long as the course work benefits the employee towards completion of a degree (e.g., B.A., M.B.A.) or benefits the employee's career development.

18. **Temporary Upgrade Pay: A member who is assigned to assume the majority of duties and responsibilities of a higher classification shall receive additional compensation while such duties are performed. The member shall be compensated at the minimum base salary established for the higher classification, or five percent (5%) above the member's present pay, whichever is greater, and which will not exceed the new pay/salary range maximum. The change in pay/salary related to the assignment shall be effective the first day of the new pay period following such appointment, once the member has performed such duties for at least forty hours (40) in any one calendar year. The member shall then continue to receive the additional pay for the duration of the assignment. The member shall not receive any other benefit assigned to the higher classification that they are not already receiving. The member's time worked performing the duties of the higher classification shall not count toward the completion of probationary requirements in the higher classification.**

19. **All employees in this bargaining unit are "exempt" employees as defined under the Fair Labor Standards Act and therefore are salaried employees and ineligible for overtime pay. Notwithstanding the foregoing, effective June 30, 2007, employees occupying the classification of Police Commander will be allowed, at the discretion of the Police Chief, to work overtime hour performing the assignment of Watch Commander, and be compensated at the employee's regular hourly rate for such overtime work at straight time.**

Dated this ___________ day of ____________________, ~~2010~~**2016**.

For the City of Oxnard

For the Association

~~Karen R. Burnham~~ **Greg Nyhoff**
~~Commander~~
~~Assistant~~ City Manager

~~Tom Chronister~~**Eric S. Sonstegard**,
Assistant Police Chief
President, OPSMA

~~Michelle H. Téllez~~
~~Director of Human Resources~~

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. [___]

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OXNARD APPROVING SUCCESSOR MEMORANDA OF UNDERSTANDING BETWEEN THE CITY OF OXNARD AND (I) SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721, CLC, (II) OXNARD PEACE OFFICERS' ASSOCIATION, (III) LOCAL 1684 INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, AND (IV) THE OXNARD PUBLIC SAFETY MANAGERS' ASSOCIATION (POLICE UNIT) AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO TAKE THE NECESSARY ADMINISTRATIVE ACTION TO IMPLEMENT THE AGREEMENT.

WHEREAS, the Service Employees International Union Local 721, CLC ("SEIU") is the recognized representative for identified job classes in the Professional, Technical and Administrative Support Unit within the City of Oxnard (the "City"); and

WHEREAS, the Oxnard Peace Officers' Association ("OPOA") is the recognized representative for identified job classes in the Police Unit within the City;

WHEREAS, Local 1684 International Association of Firefighters AFL-CIO ("IAFF") is the recognized representative for identified job classes in the Fire Unit within the City;

WHEREAS, the Oxnard Public Safety Managers' Association (Police Unit) ("OPSM-Police") the recognized representative for identified job classes in the Police Management Unit within the City of Oxnard (the "City"); and

WHEREAS, the City exercised its right to reopen its memorandum of understanding with SEIU to discuss contributions towards pension costs by "classic" employees as such term is defined under the Public Employee Pension Reform Act of 2012 ("PEPRA"); and

WHEREAS, the City's memoranda of understanding with OPOA and IAFF expired on June 30, 2014; and

WHEREAS, the City's memorandum of understanding with OPSM-Police expired on June 30, 2015; and

WHEREAS, representatives of the City met and conferred in good faith with representatives of SEIU, OPOA, IAFF and OPSM-Police concerning wages, hours, terms and conditions of employment for employees in said bargaining unit consistent with their obligations under the Meyers-Milias-Brown Act; and

WHEREAS, the City has reached agreements with SEIU, OPOA, IAFF and OPSM-Police, attached as Attachments 1 through 4 respectively of the City Council agenda report of September 13, 2016 (the "Agreements"), which set forth the modified terms and conditions of employment for each of those bargaining units.

NOW, THEREFORE, the City Council of the City of Oxnard resolves:

That the Agreements are adopted and the City Manager and/or his designee is directed to perform all acts necessary to implement its terms, including but not limited to executing the MOU on behalf of the City.

PASSED AND ADOPTED THIS ______ day of _________________, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____
Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen M. Fischer, City Attorney

CITY COUNCIL OF THE CITY OF OXNARD

RESOLUTION NO. ___

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF OXNARD FOR PAYING AND REPORTING THE VALUE OF EMPLOYER PAID MEMBER CONTRIBUTIONS FOR MEMBERS OF THE PROFESSIONAL, TECHNICAL AND ADMINISTRATIVE SUPPORT UNIT, THE POLICE UNIT, THE FIRE UNIT AND THE POLICE MANAGEMENT UNIT

WHEREAS, the governing body of the City of Oxnard has the authority to implement Government Code Section 20636(c)(4) pursuant to Section 20691;

WHEREAS, the governing body of the City of Oxnard has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Oxnard of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Oxnard has identified the following conditions for the purpose of its election to pay EPMC:

1) With respect to employees in the Professional, Technical and Administrative Support Unit

   a. This benefit shall apply to all employees in the Professional, Technical and Administrative Support Unit

   b. Effective September 24, 2016, this benefit shall consist of paying four percent (4%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

   c. Effective July 1, 2017, this benefit shall consist of paying three percent (3%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

   d. Effective January 12, 2019, this benefit shall be eliminated.

2) With respect to employees in the Police Unit, the Fire Unit and the Police Management Unit

   a. This benefit shall apply to all employees in the Police, Fire and Police Management Units

   b. For miscellaneous members of the Police and Fire Units:

      i. Effective September 24, 2016, this benefit shall consist of paying four percent (4%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

ii. Effective July 1, 2017, this benefit shall consist of paying three percent (3%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

iii. Effective January 13, 2018 this benefit shall consist of paying two and a half percent (2.5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

iv. Effective June 30, 2018, this benefit shall consist of paying two percent (2.5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

c. For safety members of the Police and Fire Units and all members of the Police Management Unit:

i. Effective September 24, 2016, this benefit shall consist of paying six percent (6%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

ii. Effective July 1, 2017, this benefit shall consist of paying five percent (5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

iii. Effective January 13, 2018, this benefit shall consist of paying four and a half percent (4.5%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

iv. Effective June 30, 2018, this benefit shall consist of paying four percent (4.0%) of the normal contributions as EPMC, and reporting the same percent (value) of compensation earnable* {excluding Government Code Section 20636(c)(4)} as additional compensation.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Oxnard elects to pay and report the value of EPMC, as set forth above.

PASSED AND ADOPTED ON THIS 13th day of September, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

____

Tim Flynn, Mayor

ATTEST:

____
Daniel Martinez, City Clerk

APPROVED AS TO FORM:

____
Stephen Fischer, City Attorney

*Note: Payment of EPMC and reporting of the value of EPMC on compensation earnable is on pay rate and special compensation except special compensation delineated in Government Code Section 20636(c)(4) which is the monetary value of EPMA on compensation earnable.

CITY OF OXNARD CALIFORNIA **CITY COUNCIL** **AGENDA REPORT**	**TYPE OF ITEM: Report** **AGENDA ITEM NO.: 2**

DATE: September 13, 2016

TO: City Council

THROUGH: Greg Nyhoff
City Manager

FROM: Jeri Williams
Police Chief

SUBJECT: Amendment to Taser Agreement (5/10/10)

CONTACT: Jeri Williams, Police Chief
Jeri.Williams@oxnardpd.org, 385-7624

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute a five-year Amendment to contract number A-7858 with TASER International, Inc. which was approved by the City Council on March 22, 2016. The Amendment will add one hundred (100) cameras for the purchase, implementation, and the additional annual licensing agreements in the amount of approximately $729,808.27. The original Agreement amount was $375,608.65 and the Amendment will adjust the total Agreement amount to $1,105,416.92 over five years.

BACKGROUND

The purpose of the Oxnard Police Department's deployment of Body-Worn Cameras (BWC's) is to have a positive impact on the public's perception and confidence in the police. Agencies that have implemented BWC's have experienced significant declines in both complaints and use of force incidents. Overall, BWC's improve police-community interactions, as well as promote transparency in operational procedures. During the last quarter of 2014, the Oxnard Police Department conducted field tests of various different BWC systems. The department was able to determine its BWC system requirements based on the results of the field tests, prior experiences of other local law enforcement agencies, and developing industry standards. The Police Department issued a request for proposals (RFP) on September 18, 2015. The acceptance of proposals ended on October 16, 2015, with twelve (12) companies providing their proposals. An RFP review team was established that included members of police management, supervision, and information technology. Based upon the review, TASER International, Inc. was chosen as the Police Department's choice for a BWC system.

On March 22, 2016, the Oxnard City Council approved an agreement with Taser International as the Police Department's BWC system. The initial agreement was the purchase of 50 BWC's and their associated data storage licenses. The amount of cameras under the agreement equipped less than half of the Patrol Division's work force, and a small number of officers who work in other field units, such as in the Traffic Unit. The original agreement totaled $375,608.65 over five years, and is funded through the State's Supplemental Law Enforcement Services Fund (SLESF) and the Asset Seizure Fund.

This amendment seeks to expand the BWC program by adding 100 cameras and their associated data storage licenses. The additional BWC's will effectively cover all of the Police Department's sworn officers who work in field- related assignments. The additional cost related to the amendment is approximately $729,808.27 over the five-year contract. This brings the total agreement amount with Taser International to $1,105,416.92.

STRATEGIC PRIORITIES

This agenda item supports the Quality of Life strategy. The purpose of the Quality of Life strategy is to build relationships and create opportunities within the community for safe and vibrant neighborhoods, which will showcase the promising future of Oxnard. This item supports the following goals and objectives:

Goal 1. Improve community safety and quality of life through a combination of prevention, intervention, and suppression efforts that address crime and underlying issues.

Objective 1a. Create a renewed focus on police/community relations with underserved communities and youth population.

FINANCIAL IMPACT

This amendment to the agreement does not impact nor require contribution from the General Fund. The FY 2016-17 Adopted Budget includes $220,000 in Measure O Funding, which is sufficient to fund year one of the amendment. Funding of future years will be included in the Recommended Budget.

ATTACHMENTS:

Attachment A - Amendment to Taser Agreement

Attachment B - Original Taser Agreement

Agreement No. A-7858

FIRST AMENDMENT TO AGREEMENT FOR BODY-WORN CAMERA SYSTEM

This First Amendment to the Agreement for a Body-Worn Camera System dated September 13, 2016, is entered into in Ventura County, California, by and between the City of Oxnard ("City"), a municipal corporation, and Taser International, Inc. ("Taser") and amends that certain Agreement for a Body-Worn Camera System ("the Agreement") entered into on the 28th day of January, 2016.

City and Taser agree that the Agreement is amended as follows:

1. In the second paragraph on page 2 of the Agreement, an additional quote # of "Q-69380-3" shall be inserted after the previously stated quote.
2. Quote # Q-69380-3, which increases the Agreement amount by $729,808.27 for a total of $1,105,416.92, shall be added to the end of the Agreement and incorporated therein by reference.

CITY OF OXNARD

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

Stephen M. Fischer, City Attorney

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Taser International, Inc.

Josh Isner, EVP of Global Sales

APPROVED AS TO INSURANCE:

Risk Manager

APPROVED AS TO CONTENT:

Mike Adair, Project Manager

TASER
PROTECT LIFE

MASTER SERVICES AND PURCHASING AGREEMENT

between

TASER INTERNATIONAL, INC.

and

City of Oxnard

CITY Agreement Number: A-7858
Date: January 28, 2016

COUNCIL APPROVED
3/22/2016 L-4
DATE

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MASTER SERVICES AND PURCHASING AGREEMENT

This Master Agreement (the **Agreement**) by and between TASER International, Inc., (**TASER**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and City of Oxnard, (**Agency**) having its principal place of business at 251 South C Street, Oxnard, California 93030, is entered into as of 2-1-2016 (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of TASER products and services as detailed in Quote # Q-50027-1 (the **Quote**), which is hereby incorporated by reference. It is the intent of the parties that this Agreement shall act as a master agreement governing all subsequent purchases by Agency of TASER Products during the term of this Agreement and all subsequent quotes accepted by Agency shall be also incorporated by reference as a Quote. In consideration of this Agreement the parties agree as follows:

1 **Term** This Agreement will commence on the Effective Date and will remain in full force and effect for a term of five (5) years or until terminated earlier by either party. TASER services will not be authorized until a signed Quote or Purchase Order is received, whichever is first.

1.1 **Evidence.com Subscription Term:** The Initial Term of the Subscription services will begin after shipment of the Product. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. Subscription Services will automatically renew for additional successive Terms of one (1) year after completion of your initial Term at the list price then in effect, unless you give us written notice of termination within sixty (60) days prior to the end of a one (1) year period.

1.2 **Professional Services Term:** Amounts pre-paid for professional services as outlined in the Quote and the Professional Service Appendix must be used within 6 months of the Effective Date.

2 **Definitions**

"Business Day" means Monday through Friday, excluding holidays.

"Confidential Information" means all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Documentation" means the (i) specifications, explanatory or informational materials, whether in paper or electronic form, that relate to the Services provided under this Agreement, or (ii) user manuals, technical manuals, training manuals, warnings, specification or other explanatory or informational materials, whether in paper or electronic form, that relate to the Products provided under this Agreement.

"Evidence.com Service" means our web services for Evidence.com, the Evidence.com site, EVIDENCE Sync software, EVIDENCE Mobile App, Axon® Mobile App, other software, maintenance, storage, and product or service provided by us under this Agreement for use with Evidence.com. This does not include any Third-Party Applications, hardware warranties, or the my.evidence.com services.

"Installation Site" means the location(s) where the Products are to be installed.

"Policies" means the Trademark Use Guidelines, all restrictions described on the TASER website, and any other policy or terms referenced in or incorporated into this Agreement. Policies do not include whitepapers or other marketing materials.

"Products" means all TASER equipment, software, cloud based services, Documentation and software maintenance releases and updates provided by us under this Agreement.

"Quote" is an offer to sell, is valid only for products and services listed on the quote at prices on the quote. All Quotes referenced in this Agreement or issued and accepted after the Effective Date of this Agreement will be subject to the terms of this Agreement. Any terms and conditions contained within your purchase order in response to the Quote will be null and void and shall have no force or effect. We are not responsible for pricing, typographical, or other errors in any offer by us and reserve the right to cancel any orders resulting from such errors.

"Resolution Time" means the elapsed time between our acknowledgment of an issue until the problem in the Service Offerings has been resolved, which does not include time delays caused by you, your agency or by third parties outside of our reasonable control.

"Services" means the professional services provided by us pursuant to this Agreement.

"Your Content" means software, data, text, audio, video, images or other content you or any of your end users (a) run on the Evidence.com Services, (b) cause to interface with the Evidence.com Services, or (c) upload to the Evidence.com Services under your account or otherwise transfer, process, use or store in connection with your account.

3 **Payment Terms**. Invoices are due to be paid within 30 days of the date of invoice. All orders are subject to prior credit approval. Payment obligations are non-cancelable and fees paid are non-refundable and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, you are responsible for all collection and attorneys' fees.

4 **Taxes.** Unless you provide us with a valid and correct tax exemption certificate applicable to your purchase and ship-to location, you are responsible for sales and other taxes associated with your order.

5 **Shipping; Title; Risk of Loss.** We reserve the right to make partial shipments and products may ship from multiple locations. All shipments are E.X.W. via common carrier and title and risk of loss pass to you upon delivery to the common carrier by TASER. You are responsible for all freight charges. Any loss or damage that occurs during shipment is your responsibility. Shipping dates are estimates only.

6 **Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 **Warranties**

7.1 **Hardware Limited Warranty**. TASER warrants that its law enforcement hardware products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured after the expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. TASER-Manufactured Accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-TASER manufactured accessories are covered under the manufacturer's warranty. If TASER determines that a valid warranty claim is received within the warranty period, TASER agrees to repair or replace the Product. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.2 **Warranty Limitations.**

7.2.1 The warranties do not apply and TASER will not be responsible for any loss, data loss, damage, or other liabilities arising from: (a) damage from failure to follow instructions relating to the Product's use; (b) damage caused by use with non-TASER products or from the use of cartridges, batteries or other parts, components or accessories that are not manufactured or recommended by TASER; (c) damage caused by abuse, misuse, intentional or deliberate damage to the product, or force majeure; (d) damage to a Product or part that has been repaired or modified by persons other than TASER authorized personnel or without the written permission of TASER; or (e) if any TASER serial number has been removed or defaced.

7.2.2 To the extent permitted by law, the warranties and the remedies set forth above are exclusive and TASER disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this warranty document.

7.2.3 TASER's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any TASER product will be limited to $5,000,000. In no event will either party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory

7.3 **Warranty Returns.** If a valid warranty claim is received by TASER within the warranty period, TASER agrees to repair or replace the Product which TASER determines in its sole discretion to be defective under normal use, as defined in the Product instructions. TASER's sole responsibility under this warranty is to either repair or replace with the same or like Product, at TASER's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to TASER's websites www.taser.com/support or www.evidence.com, as indicated in the appropriate product user manual or quick start guide.

7.3.2 Before you deliver your product for warranty service, it is your responsibility to upload the data contained in the product to the EVIDENCE.com services or download the product data and keep a separate backup copy of the contents. TASER is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the product services.

7.3.3 A replacement product will be new or like new and have the remaining warranty period of the original product or 90 days from the date of replacement or repair, whichever period is longer. When a product or part is exchanged, any replacement item becomes Purchaser's property and the replaced item becomes TASER's property.

8 **Product Warnings.** See our website at www.TASER.com for the most current product warnings.

9 **Design Changes.** We reserve the right to make changes in design of any of our products and services without incurring any obligation to notify you or to make the same change to products and services previously purchased.

10 **Insurance.** We will maintain at our own expense and in effect during the Term, Commercial General Liability Insurance, Workers' Compensation Insurance and Commercial Automobile Insurance and will furnish certificates of insurance or self-insurance upon your request to meet the Agency's requirements of INS-B.

11 **Indemnification.** Except to the extent caused by the negligent acts, omissions or willful misconduct of you, we will indemnify, defend and hold you, your officers, directors, and employees (each Agency Indemnitee) harmless from and against all claims, demands, losses, liabilities, costs, expenses, and reasonable attorneys' fees, arising out of a claim by a third party against an Agency Indemnitee resulting

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from any negligent act, error or omission, or willful misconduct of TASER under or related to this Agreement.

12 **Your Responsibilities.** You are responsible for (i) your or any of your end users' use of TASER Products (including any activities under your Evidence.com account and use by your employees and agents), (ii) breach of this Agreement or violation of applicable law by you or any of your end users, (iii) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use of Your Content, (iv) a dispute between you and any third-party over your use of TASER products or the collection or use of Your Content, (v) any hardware or networks that you connect to the Evidence.com Services, and (vi) any security settings you establish to interact with or on the Evidence.com Services.

13 **Termination.**

13.1 By Either Party. Either party may terminate for cause upon 30 days advance notice to the other party if there is any material default or breach of this Agreement by the other party, unless the defaulting party has cured the material default or breach within the 30-day notice period. In the event that you terminate this Agreement under this Section and we failed to cure the material breach or default, we will issue you a refund of any prepaid amounts on a prorated basis.

13.2 By Agency. You are obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during your then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by you. You agree to deliver notice of termination under this Section at least 90 days prior to the end of the then current fiscal year.

13.3 Effect of Termination. Upon any termination of this Agreement: (a) all your rights under this Agreement immediately terminate; (b) you remain responsible for all fees and charges you have incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Your Responsibilities Sections, as well as Appendix A Sections on You Own Your Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms.

13.4 After Termination. We will not delete any of Your Content as a result of a termination during the 90 days following termination. During this 90-day period you may retrieve Your Content only if you have paid all amounts due (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability for you to retrieve Your Content). You will not incur any additional fees if you download Your Content from the Evidence.com Services during this 90-day period. We have no obligation to maintain or provide any of Your Content after the 90-day period and will thereafter, unless legally prohibited, delete all of Your Content stored in the Evidence.com Services. Upon request, we will provide written proof that all of Your Content has been successfully deleted and fully removed from the Evidence.com Services.

13.5 Post-Termination Assistance. We will provide you with the same post-termination data retrieval assistance that we generally make available to all customers. Requests that we provide additional assistance to you in downloading or transferring Your Content will result in additional fees from us and we will not warrant or guarantee data integrity or readability in the external system.

14 General.

14.1 Confidentiality. Both parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either parties Confidential Information. Except as required by applicable law, neither party will disclose either party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term.

14.2 Excusable delays. We will use commercially reasonable efforts to deliver all products and services ordered by you as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond our reasonable control we have the right to delay or terminate the delivery with reasonable notice to you.

14.3 Force Majeure. Neither party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

14.4 Proprietary Information. You agree that we have and claim various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute our products and services, and that you will not directly or indirectly cause any proprietary rights to be violated.

14.5 Independent Contractors. The parties are independent contractors. Neither party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.6 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

14.7 Non-discrimination and Equal Opportunity. During the performance of this Agreement, we agree that neither we nor our employees will discriminate against any person, whether employed by us or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by us or placed by or on behalf of us, we will state all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.

14.8 U.S. Government Rights. Any Evidence.com Services provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Evidence.com Services. If you are using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue your use of the Evidence.com Services. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

14.9 Import and Export Compliance. In connection with this Agreement, each party will comply with all applicable import, re- import, export, and re-export control laws and regulations.

14.10 Assignment. Neither party may assign or otherwise transfer this Agreement without the prior written approval of the other party. TASER may assign or otherwise transfer this Agreement or any of our rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of our assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the parties and their respective successors and assigns.

14.11 No Waivers. The failure by either party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the party's right to enforce the provision at a later time.

14.12 Severability. This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

14.13 Governing Law; Venue. The laws of the state where you are physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

14.14 Notices. All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on your Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

TASER: TASER International, Inc.
ATTN: Legal Department
17800 N. 85th Street
Scottsdale, Arizona 85255

AGENCY: Oxnard Police Department
ATTN: Mike Adair, Commander
251 S. C Street
Oxnard, CA 93030

14.15 Entire Agreement. This Agreement, including the APPENDICES attached hereto, and the Policies and the quote provided by TASER, represents the entire agreement between you and TASER. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between you and TASER, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement. If we provide a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

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14.16 Counterparts. If this Agreement form requires the signatures of the parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

CITY OF OXNARD

Tim Flynn

Tim Flynn, Mayor

ATTEST:

Daniel Martinez, City Clerk

APPROVED AS TO FORM:

For

Stephen M. Fischer, Interim City Attorney

APPROVED AS TO CONTENT:

Jeri Williams, Chief of Police

APPROVED AS TO AMOUNT:

Greg Nyhoff, City Manager

Taser International, Inc.

Josh Isner, EVP of Global Sales

APPROVED AS TO FORM:

Alison Davidson, VP Sales and Support

APPROVED AS TO INSURANCE:

for

Joseph Lillio, Risk Manager

APPROVED AS TO CONTENT:

Mike Adair, Project Manager

APPENDIX A:
Evidence.com Terms of Use

1. **Access Rights.** Upon the purchase or granting of a subscription from TASER and your opening of an Evidence.com account you will have access and use of the Evidence.com Services for the storage and management of and Your Content during the subscription term (**Term**). The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If you become aware of any violation of this Agreement by an end user, you will immediately terminate that end user's access to Your Content and the Evidence.com Services.
2. **You Own Your Content.** You control and own all right, title, and interest in and to Your Content and we obtain no rights to Your Content. You are solely responsible for the uploading, sharing, withdrawal, management and deletion of Your Content. You consent to our limited access to Your Content solely for the purpose of providing and supporting the Evidence.com Services to you and your end users. You represent that you own Your Content; and that none of Your Content or your end users' use of Your Content or the Evidence.com Services will violate this Agreement or applicable laws.

3. **Evidence.com Data Security.**

   3.1. **Generally.** We will implement commercially reasonable and appropriate measures designed to secure Your Content against accidental or unlawful loss, access or disclosure. We will maintain a comprehensive Information Security Program (**ISP**) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence you upload, security education, risk management, and data protection. You are responsible for maintaining the security of your end user names and passwords and taking steps to maintain appropriate security and access by your end users to Your Content. Log-in credentials are for your internal use only and you may not sell, transfer, or sublicense them to any other entity or person. You agree to be responsible for all activities undertaken by you, your employees, your contractors or agents, and your end users which result in unauthorized access to your account or Your Content. Audit log tracking for the video data is an automatic feature of the Services which provides details as to who accesses the video data and may be downloaded by you at any time. You agree to contact us immediately if you believe an unauthorized third party may be using your account or Your Content or if your account information is lost or stolen.

   3.2. **FBI CJIS Security Addendum.** For customers based in the United States, we agree to the terms and requirements set forth in the Federal Bureau of Investigation (**FBI**) Criminal Justice Information Services (**CJIS**) Security Addendum for the Term of this Agreement.

4. **Our Support.** We will make available to you updates as released by us to the Evidence.com Services. Updates may be provided electronically via the Internet. We will use reasonable efforts to continue supporting the previous version of any API or software for 6 months after the change (except if doing so (a) would pose a security or intellectual property issue, (b) is economically or technically burdensome, or (c) is needed to comply with the law or requests of governmental entities. You are responsible for maintaining the computer equipment and Internet connections necessary for your use of the Evidence.com Services.

5. **Data Privacy.** We will not disclose Your Content or any information about you except as compelled by a court or administrative body or required by any law or regulation. We will give you notice if any

disclosure request is received for Your Content so you may file an objection with the court or administrative body. You agree to allow us access to certain information from you in order to: (a) perform troubleshooting services for your account at your request or as part of our regular diagnostic screenings; (b) enforce our agreements or policies governing your use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

6. **Data Storage.** We will determine the locations of the data centers in which Your Content will be stored and accessible by your end users. For United States customers, we will ensure that all of Your Content stored in the Evidence.com Services remains within the United States including any backup data, replication sites, and disaster recovery sites. You consent to the transfer of Your Content to third parties for the purpose of storage of Your Content. Third party subcontractors responsible for storage of Your Content are contracted by us for data storage services. Ownership of Your Content remains with you.

7. **Fees and Payment.** Additional end users may be added during the Term at the pricing in effect at the time of purchase of additional end users, prorated for the duration of the Term. Additional end user accounts will terminate on the same date as the pre-existing subscriptions. We reserve the right to charge additional fees for you exceeding your purchased storage amounts or for TASER's assistance in the downloading or exporting of Your Content.

8. **Suspension of Evidence.com Services.** We may suspend your or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice to you if we determine:

8.1. In accordance with the Termination provisions of the Master Service Agreement;
8.2. Your or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject us, our affiliates, or any third party to liability, or (iv) may be fraudulent;
8.3. If we suspend your right to access or use any portion or all of the Evidence.com Services, you remain responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. We will not delete any of Your Content on Evidence.com as a result of your suspension, except as specified elsewhere in this Agreement.

9. **Software Services Warranty**. We warrant that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. We disclaim any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10. **IP Rights**. We own and reserve all right, title, and interest in and to the Evidence.com Services and related software and intellectual property rights. Subject to the terms of this Agreement, we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Evidence.com Services solely in accordance with this Agreement during the Term. We own all right, title, and interest in and to any suggestions made to us and we have the right to use any suggestions without restriction.

11. **License Restrictions**. Neither you nor any of your end users may, or attempt to: (a) permit any third party to access the Evidence.com Services except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services in a way intended to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret

information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of ours or our licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third-party privacy rights, or to store or transmit malicious code. All licenses granted to you in this Agreement are conditional on your continued compliance this Agreement, and will immediately and automatically terminate if you do not comply with any term or condition of this Agreement. You may only use our trademarks in accordance with the TASER Trademark Use Guidelines (located at www.TASER.com).

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APPENDIX B:
Professional Services

1. **Scope of Services.** The project scope will consist of the Services identified on your Quote.

1.1. The Package for the Axon and Evidence.com related Services are detailed below:

	Acceptance Checklist
System set up and configuration Setup Axon® Mobile on smart phones (if applicable). Configure categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com and Evidence.com Dock (Dock) access. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). One on-site session included.	
Dock installation Work with Agency to decide ideal location of Dock setup and set configurations on Dock if necessary. Authenticate Dock with Evidence.com using "admin" credentials from Agency. Work with Agency's IT to configure its network to allow for maximum bandwidth and proper operation within Agency's network environment. On-site assistance included.	
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	
Weekly project planning meetings Project Manager will develop a Microsoft Project plan for the rollout of Axon camera units, Docks and Evidence.com account training based on size, timing of rollout and Agency's desired level of training. Up to 4 weekly meetings leading up to the Evidence.com Dock installation of not more than 30 minutes in length.	
Best practice implementation planning session—1 on-site session to: Provide considerations for establishment of video policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata in the field for organization purposes and other best practice for digital data management. Provide referrals of other agencies using the Axon camera products and Evidence.com services Create project plan for larger deployments. Recommend rollout plan based on review of shift schedules.	
System Admin and troubleshooting training sessions 2 on-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	
Axon instructor training Prior to general user training on Axon camera systems and Evidence.com services, TASER's on-site professional services team will provide training for instructors who can support the Agency's subsequent Axon camera and Evidence.com training needs.	
End user go live training and support sessions Provide individual device set up and configuration assistance; pairing with viewers when applicable; and training on device use, Evidence.com and EVIDENCE Sync.	
Implementation document packet Evidence.com administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide	
Post go live review session	

1.2. The Package for the CEW-related Services are detailed below:

	Acceptance Checklist
System set up and configuration Configure Evidence.com categories & custom roles based on Agency need. Troubleshoot IT issues with Evidence.com. Work with IT to install EVIDENCE Sync software on locked-down computers (if applicable). Register users and assign roles in Evidence.com. One on-site session included.	
Dedicated Project Manager Assignment of a specific TASER representative for all aspects of planning the Product rollout (Project Manager). Ideally, the Project Manager will be assigned to the Agency 4–6 weeks prior to rollout.	
Best practice implementation planning session to: Provide considerations for establishment of CEW policy and system operations best practices based on TASER's observations with other agencies. Discuss importance of entering metadata for organization purposes and other best practice for digital data management. Provide referrals to other agencies using the TASER CEW products and Evidence.com services. On-site assistance included.	
System Admin and troubleshooting training sessions On-site sessions—each providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Evidence.com.	
Evidence.com Instructor training TASER's on-site professional services team will provide training on the Evidence.com system with the goal of educating instructors who can support the Agency's subsequent Evidence.com training needs. Training for up to 3 Individuals at the Agency.	
TASER CEW inspection and device assignment TASER's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Evidence.com.	
Two-day product specific instructor course with recertification A certified TASER Master Instructor will conduct a two-day single weapon platform Instructor Course and a one-time recertification course 2 years after completion of the initial Instructor Course.	
TASER CEW inspection and firmware update TASER's on-site professional services team will perform a one-time TASER CEW inspection to ensure good working condition and perform any necessary firmware updates 3 years after the date of the purchase of the Professional Service.	
Post go live review session On-site assistance included.	

1.3. Additional training days may be added on to any service package for additional fees set forth in your Quote.

2. <u>**Out of Scope Services**</u>. We are responsible to perform only the Services described on your Quote. Any additional services discussed or implied that are not defined explicitly by the Quote will be considered out of the scope.

3. <u>**Delivery of Services**</u>.

3.1. **Hours and Travel.** Our personnel will work within normal business hours, Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays unless otherwise agreed in advance. All tasks on-site will be performed over a consecutive timeframe unless otherwise agreed to by the parties in advance. Travel time by our personnel to your premises will not be charged as work hours performed.

3.2. **Changes to Services.** Changes to the scope of Services must be documented and agreed upon by the parties in a change order. Changes may require an equitable adjustment in the charges or schedule.

3.3. Delays. If any delays are caused by you, you will be responsible for any costs incurred by us in preparing for the performance of the Services, and we will be entitled to recover these costs from you, including travel related costs. The non-performance or delay by us of our obligations under this Agreement will be excused if and to the extent the non-performance or delay results directly from the failure by you to perform your responsibilities. If any failure or delay by you to perform any of your responsibilities prevents or delays our performance of our obligations under this Agreement, we will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by you.

4. Authorization to Access Computer Systems to Perform Services. You authorize us to access your relevant computers and network systems solely for the purpose of performing the Services. We will work diligently to identify as soon as reasonably practicable the resources and information we expect to use, and will provide an initial itemized list to you. You are responsible for, and assume the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by you.

5. Site Preparation and Installation. Prior to delivering any Services, we will provide you with 1 copy of the then-current user documentation for the Services and related Products in paper or electronic form (**Product User Documentation**). The Product User Documentation will include all environmental specifications that must be met in order for the Services and related Products to operate in accordance with the Product User Documentation. Prior to the installation of Product (whether performed by you or TASER), you must prepare the Installation Site in accordance with the environmental specifications set forth in the Product User Documentation. Following the installation of the Products, you must maintain the Installation Site where the Products have been installed in accordance with the environmental specifications set forth in the Product User Documentation. In the event that there are any updates or modifications to the Product User Documentation for any Products provided by us under this Agreement, including the environmental specifications for the Products, we will provide the updates or modifications to you when they are generally released by us to our customers.

6. Acceptance Checklist. We will present you with an Acceptance Checklist (**Checklist**) upon our completion of the Services that will exactly mirror the description of services within this Section. You will sign the Checklist acknowledging completion of the Services once the on-site service session has been completed. If you reasonably believe that we did not complete the Services in substantial conformance with this Agreement, you must notify us in writing of your specific reasons for rejection of the Services within 7 calendar days from delivery of the Checklist to you. We will address your issues and then will re-present the Checklist for your approval and signature. If we do not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Services from you within 7 calendar days of delivery of the Checklist to you, the absence of your response will constitute your affirmative acceptance of the Services, and a waiver of any right of rejection.

7. Liability for Loss or Corruption of Data. You are responsible for: (i) instituting proper and timely backup procedures for your software and data; (ii) creating timely backup copies of any of your software or data that may be damaged, lost, or corrupted due to our provision of Services; and (iii) using backup copies to restore any of your software or data in the event of any loss of, damage to, or corruption of the operational version of your software or data, even if such damage, loss, or corruption is due to our negligence. However, regardless of any assistance provided by us: (i) we will in no way be liable for the accuracy, completeness, success, or results of your efforts to restore your software or data; (ii) any assistance provided by us under this Section is without warranty, express or implied; and (iii) in no event will we be liable for loss of, damage to, or corruption of your data from any cause.

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APPENDIX C:
TASER Assurance Plan

TAP has been purchased as part of the Quote attached to the Agreement. TAP provides you with hardware extended warranty coverage, Spare Products, and Upgrade Models at the end of the TAP Term. TAP only applies to the TASER Product listed in the Quote with the exception of any initial hardware or any software services offered for, by, or through the Evidence.com website. You may not buy more than one TAP for any one covered Product.

1 **TAP Warranty Coverage**. TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the beginning of the TAP Term and continues as long as you continue to pay the required annual fees for TAP. You may not have both an optional extended warranty and TAP on the Axon camera/Dock product. TAP for the Axon camera products also includes free replacement of the Axon flex controller battery and Axon body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.

2 **TAP Term**. TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.

3 **SPARE Product**. TASER will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (collectively the "Spare Products") for you to keep at your agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. You must return to TASER, through TASER's RMA process, any broken or non-functioning units for which a Spare Product is utilized, and TASER will repair or replace the non-functioning unit with a replacement product. TASER warrants it will repair or replace the unit which fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same product or a like product, at TASER's sole option. You may not buy a new TAP for the replacement product or the Spare Product.

3.1. Within 30 days of the end of the TAP Term you must return to TASER all Spare Products. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare Products not returned to TASER. If all the Spare Products are returned to TASER, then TASER will refresh your allotted number of Spare Products with Upgrade Models if you purchase a new TAP for the Upgrade Models.

4 **TAP Officer Safety Plan (OSP)**. The Officer Safety Plan includes an Evidence.com Ultimate License, TAP for Evidence.com Dock, one TASER brand CEW with a 4-year Warranty, one CEW battery, and one CEW holster of your choice. At any time during the OSP term you may choose to receive the CEW, battery and holster by providing a $0 purchase order. At the time you elect to receive the CWEW, you may choose from any current CEW model offered. The OSP plan must be purchased for a period of 5 years. If the OSP is terminated before the end of the term and you do not receive your CEW, battery or holster, then we will have no obligation to reimburse you for those items not received. If OSP is terminated before the end of the term and you receive your CEW, battery and/or holster then (a) you will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to us within 30 days of the date of termination.

5 **TAP Upgrade Models**. Upgrade Models are to be provided as follows during and/or after the TAP

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Term: (i) an upgrade will provided in year 3 if you purchased 3 years of Evidence.com services with Ultimate Licenses or Unlimited Licenses and all TAP payments are made; or (ii) 2.5 years after the Effective Date and once again 5 years after the Effective Date if you purchased 5 years of Evidence.com services with an Ultimate License or Unlimited Licenses or OSP and made all TAP payments.

For CEW Upgrade Models TASER will upgrade Products, free of charge, with a new unit that is the same product or a like product, in the same weapon class ("Upgrade Model"). For example: (a) if the Product is a single bay CEW, then you may choose any single bay CEW model as your Upgrade Model; (b) if the Product is a multibay CEW, then you may choose any multi-bay CEW model as your Upgrade Model; and (c) if the Covered Product is a TASER CAM recorder, then you may choose any TASER CAM model as your Upgrade Model. To continue TAP coverage for the Upgrade Model, you must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP. You may elect to receive the Upgrade Model anytime in the 5th year of the TAP term as long as you have made the final payment.

Any products replaced within the six months prior to the scheduled upgrade will be deemed the Upgrade Model. Thirty days after you receive the Upgrade Models, you must return the products to TASER or TASER will deactivate the serial numbers for the products for which you received Upgrade Models unless you purchase additional Evidence.com licenses for the Axon camera products you are keeping. You may buy a new TAP for any Upgraded Model.

5.1. TAP Axon Camera Upgrade Models.

5.1.1. If you purchased TAP as a stand-alone service, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same product or a like product, at TASER's sole option. TASER makes no guarantee that the Upgrade Model will utilize the same accessories or Dock. If you would like to change product models for the Upgrade Model, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

5.1.2. If you purchased Ultimate License, Unlimited License or OSP, then TASER will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of your choice.

5.2. TAP Dock Upgrade Models. TASER will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at TASER's sole option. If you would like to change product models for the Upgrade Model or add additional bays, then you must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Upgrade Model and the MSRP for the model you desire to acquire. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Upgrade Model.

6 **TAP Termination.** If an invoice for TAP is more than 30 days past due or your agency defaults on its payments for the Evidence.com services then TASER may terminate TAP and all outstanding Product related TAPs with your agency. TASER will provide notification to you that TAP coverage is terminated. Once TAP coverage is terminated, then:

6.1. TAP coverage will terminate as of the date of termination and no refunds will be given.

6.2. TASER will not and has no obligation to provide the free Upgrade Models.

6.3. You will be invoiced for and are obligated to pay to TASER the MSRP then in effect for all Spare

Products provided to you under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.

6.4. You will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

6.5. If you made two or more TAP payments, then you will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any TASER products. The credit amount available and expiration date of the credit will be provided to you as part of the termination notification.

6.6. If you made only one TAP payment, then you may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by you. If you do not elect to continue with an extended warranty, then warranty coverage will terminate as of the date of cancellation/termination.

6.7. If you received a credit towards your first TAP payment as part of a trade-in promotion, then upon cancellation/termination you will be assessed a $100 cancellation fee for each Covered Product.

APPENDIX D:
Axon Integration Services

1. **Term.** The term of this SOW commences on the Effective Date. The actual work to be performed by TASER is not authorized to begin until TASER receives the signed Quote or your purchase order for the Integration Services, whichever is first.

2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the EVIDENCE.com services to interact with the Agency's RMS so that Agency's licensees may use the integration module to automatically tag the AXON® recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the AXON video meta-data saved to the EVIDENCE.com services based on data already maintained in the Agency's RMS. TASER is responsible to perform only the Integration Services described in this SOW and any additional services discussed or implied that are not defined explicitly by this SOW will be considered out of the scope and may result in additional fees.

3 **Pricing.** All Integration Services performed by TASER will be rendered in accordance with the fees and payment terms set forth in your Quote.

4 **Delivery of Integration Services.**

4.1 **Support After Completion of the Integration Services.** After completion of the Integration Services and acceptance by the Agency, TASER will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. TASER will also provide support services that result because of a change or modification in the EVIDENCE.com services at no additional charge as long as the Agency maintains EVIDENCE.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its RMS. Thereafter, any additional support services provided to the Agency will be charged at TASER's then current standard professional services rate.

4.2 **Changes to Services.** Changes to the scope of the Integration Services must be documented and

agreed upon by the parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the parties and included in the change order, signed by both parties.

4.3 **Delays.** If any delays are caused by Agency, Agency will be responsible for any costs incurred by TASER in preparing for the performance of the Integration Services, and TASER will be entitled to recover these costs from Agency, including travel related costs. The non-performance or delay by TASER of its obligations under this SOW will be excused if and to the extent the non-performance or delay results directly from the failure by Agency to perform its responsibilities. If any failure or delay by Agency to perform any of its responsibilities prevents or delays TASER's performance of its obligations under this SOW, TASER will be entitled to a reasonable extension of time to the applicable performance dates to reflect the extent of the impact of the failure or delay by Agency.

4.4 **Performance Warranty.** TASER warrants that it will perform the Integration Services in a good and workmanlike manner.

5 **Acceptance Checklist.** TASER will present Agency with an Acceptance Checklist (**Checklist**) upon TASER's completion of the Integration Services. Agency will sign the Checklist acknowledging completion of the Integration Services. If Agency reasonably believes that TASER did not complete the Integration Services in substantial conformance with this SOW, Agency must notify TASER in writing of its specific reasons for rejection of the Integration Services within 7 calendar days from delivery of the Checklist to

the Agency. TASER will address the Agency's issues and then will re-present the Checklist for the Agency's approval and signature. If TASER does not receive the signed Checklist or a written notification of the reasons for the rejection of the performance of the Integration Services from Agency within 7 calendar days of delivery of the Checklist to the Agency, the absence of a response will constitute Agency's affirmative acceptance of the Integration Services, and a waiver of any right of rejection.

6 **Agency's Responsibilities.** TASER's successful performance of the Integration Services depends upon the Agency's:

6.1 Making available its relevant systems, including its current RMS, for assessment by TASER (including making these systems available to TASER via remote access if possible);

6.2 Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to TASER's performance of the Integration Services;

6.3 Providing access to the building facilities and where TASER is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to TASER representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

6.4 Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for TASER to provide the Integration Services;

6.5 Promptly installing and implementing any and all software updates provided by TASER;

6.6 Ensuring that all appropriate data backups are performed;

6.7 Providing to TASER the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by TASER;

6.8 Providing TASER with remote access to the Agency's Evidence.com account when required for TASER to perform the Integration Services;

6.9 Notifying TASER of any network or machine maintenance that may impact the performance of the

integration module at the Agency; and

6.10 Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to TASER (these contacts are to provide background information and clarification of information required to perform the Integration Services).

7 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes TASER to access Agency's relevant computers, network systems, and RMS solely for the purpose of performing the Integration Services. TASER will work diligently to identify as soon as reasonably practicable the resources and information TASER expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

8 **Liability for Loss or Corruption of Data.** Agency is responsible for: (a) instituting proper and timely backup procedures for its software and data contained in its RMS; (b) creating timely backup copies of any of its software or data in its RMS that may be damaged, lost, or corrupted due to TASER's provision of Integration Services; and (c) using backup copies to restore any of its software or data from its RMS in the event of any loss of, damage to, or corruption of the operational version of its software or data, even if such damage, loss, or corruption is due to TASER's negligence. The Section does not apply to Agency data stored on Evidence.com and covered by the MSA.

9 **Intellectual Property.** TASER owns all right, title and interest in all Product User Documentation and the

software integration modules developed by TASER under this SOW. TASER grants to Agency, unless otherwise agreed in writing by the parties, a perpetual, non-revocable, royalty-free, non-exclusive, right and license to use, execute or copy, the software integration modules and Product User Documentation provided to Agency in connection with the delivery of Integration Services and in accordance with this SOW. Agency must not: (a) distribute, sell, lease, assign, license, convey, disclose, or in any other way transfer the Product User Documentation or software integration modules to any third party; (b) reproduce, modify, or use the Product User Documentation or software integration modules; or (c) reverse engineer, disassemble or otherwise de-compile any portion of the software integration modules. Except as expressly granted in this Section, no license of or right to the Product User Documentation or software integration modules is granted by TASER to the Agency directly or by implication, estoppel or otherwise.

14 <u>Definitions.</u>

"Integration Services" means the professional services provided by us pursuant to this SOW.

TASER International
Protect Life. Protect Truth.

17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737
Fax:

TASER

Mike Adair
(805) 207-9149
mike.adair@oxnardpd.org

Quotation

Quote: Q-50027-1
Date: 12/8/2015 10:31 AM
Quote Expiration: 1/31/2016
Contract Start Date*: 2/1/2016
Contract Term: 5 years

Bill To:
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

Ship To:
Mike Adair
Oxnard Police Dept. - CA
251 South C Street
Oxnard, CA 93030
US

SALESPERSON	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Chad Kapler	480-341-9539	ckapler@taser.com	Fedex - Ground	Net 30

*Note this will vary based on the shipment date of the product.

Year 1

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 399.00	USD 19,950.00	USD 0.00	USD 19,950.00
50	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00
9	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	USD 35.00	USD 315.00	USD 0.00	USD 315.00
9	74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	USD 1,495.00	USD 13,455.00	USD 0.00	USD 13,455.00
2	89101	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 1 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
50	85130	OFFICER SAFETY PLAN YEAR 1 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
2	74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	74020	MAGNET MOUNT, FLEXIBLE, AXON BODY 2	USD 0.00	USD 0.00	USD 0.00	USD 0.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
1	85055	AXON FULL SERVICE	USD 15,000.00	USD 15,000.00	USD 0.00	USD 15,000.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	11002	HANDLE, BLACK, CLASS III, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	22010	PPM, BATTERY PACK, STANDARD, X2/ X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	11004	WARRANTY, 4 YEAR, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
50	11504	HOLSTER, BLACKHAWK, LEFT, X26P	USD 0.00	USD 0.00	USD 0.00	USD 0.00
					Year 1 Tax Amount:	USD 6,984.01
					Year 1 Discount:	USD 12,000.00
					Year 1 Net Amount Due Including Taxes:	USD 116,040.01

Year 2

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	85131	OFFICER SAFETY PLAN YEAR 2 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89201	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 2 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
					Year 2 Tax Amount:	USD 4,455.00
					Year 2 Discount:	USD 12,000.00
					Year 2 Net Amount Due Including Taxes:	USD 64,791.00

Year 3

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	85132	OFFICER SAFETY PLAN YEAR 3 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89301	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 3 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00
					Year 3 Tax Amount:	USD 4,455.00
					Year 3 Discount:	USD 12,000.00
					Year 3 Net Amount Due Including Taxes:	USD 64,791.00

Year 4

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	85133	OFFICER SAFETY PLAN YEAR 4 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89401	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 4 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00

Year 4 Tax Amount:	USD 4,455.00
Year 4 Discount:	USD 12,000.00
Year 4 Net Amount Due Including Taxes:	USD 64,791.00

Year 5

QTY	ITEM #	DESCRIPTION	UNIT PRICE	TOTAL BEFORE DISCOUNT	DISCOUNT ($)	NET TOTAL
50	85134	OFFICER SAFETY PLAN YEAR 5 PAYMENT	USD 1,188.00	USD 59,400.00	USD 0.00	USD 59,400.00
50	85100	EVIDENCE.COM INTEGRATION LICENSE: ANNUAL PAYMENT	USD 240.00	USD 12,000.00	USD 12,000.00	USD 0.00
2,000	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
60	85110	EVIDENCE.COM INCLUDED STORAGE	USD 0.00	USD 0.00	USD 0.00	USD 0.00
2	89501	PROFESSIONAL EVIDENCE.COM LICENSE: YEAR 5 PAYMENT	USD 468.00	USD 936.00	USD 0.00	USD 936.00

Year 5 Tax Amount:	USD 4,455.00
Year 5 Discount:	USD 12,000.00
Year 5 Net Amount Due Including Taxes:	USD 64,791.00

Subtotal	USD 350,400.00
Estimated Shipping & Handling Cost	USD 404.64
Estimated Tax	USD 24,804.01
Grand Total	USD 375,608.65

Officer Safety Plan Includes:

- Evidence.com Pro License
- Upgrades to your purchased AXON cameras and Docks at years 2.5 and 5 under TAP
- Extended warranties on AXON cameras and Docks for the duration of the Plan
- Unlimited Storage for your AXON devices and data from the Evidence Mobile App
- One TASER CEW of your choice with a 4 year extended warranty (5 years total of warranty coverage)
- One CEW holster and battery pack of your choice
- 20 GB of included storage for other digital media

Additional terms apply. Please refer to the Evidence.com Master Service Agreement for a full list of terms and conditions for the Officer Safety Plan.

Axon Pre-order

Thank you for your interest in Axon! This pre-order is a commitment to purchase Axon Body 2 and/or Axon Fleet with expected delivery between February 1, 2016 and February 14, 2016. You will be notified if there are any delays. TASER reserves the right to make product changes without notice.

TASER International, Inc.'s Sales Terms and Conditions for Direct Sales to End User Purchasers

By signing this Quote, you are entering into a contract and you certify that you have read and agree to the provisions set forth in this Quote and TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers or, in the alternative, TASER's current Sales Terms and Conditions for Direct Sales to End User Purchasers for Sales with Financing if your purchase involves financing with TASER. If your purchase includes the TASER Assurance Plan (TAP), then you are also agreeing to TASER's current Sales Terms and Conditions for the AXON Flex™ and AXON Body™ Cameras TASER Assurance Plan (U.S. Only) and/or Sales Terms and Conditions for the X2/X26P and TASER CAM HD Recorder TASER Assurance Plan (U.S. Only), as applicable to your product purchase. All of the sales terms and conditions, as well as, the TAP terms and conditions are posted at http://www.taser.com/sales-terms-and-conditions. If your purchase includes AXON hardware and/or EVIDENCE.com services you are also agreeing to the terms in the EVIDENCE.com Master Service Agreement posted at https://www.taser.com/serviceagreement14. If your purchase includes Professional Services, you are also agreeing to the terms in the Professional Service Agreement posted at https://www.taser.com/professional-services-agreement. If your purchase includes Integration Services, you are also agreeing to the terms in the SOW posted at https://www.taser.com/integrationstatementofwork14. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to TASER that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Signature: ______________________ **Date:** ______________________

Name (Print): ______________________ **Title:** ______________________

PO# (if needed): ______________________

Please sign and email to Chad Kapler at ckapler@taser.com or fax to

THANK YOU FOR YOUR BUSINESS!

Exhibit INS-I

INSURANCE REQUIREMENTS FOR VENDORS
(WHO DELIVER, INSTALL OR MAINTAIN PRODUCTS)

1. Vendor shall obtain and maintain during the performance of any services under this Agreement the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with the sale and delivery, installation or maintenance of products by vendor, its agents, representatives, or employees.

a. Commercial General Liability Insurance, including Contractual Liability, in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for general liability with coverage equivalent to Insurance Services Office Commercial General Liability Coverage (Occurrence Form CG 0001). If a general aggregate limit is used, that limit shall apply separately to the project or shall be twice the occurrence amount;

b. Business Automobile Liability Insurance in an amount not less than $1,000,000 combined single limit for bodily injury and property damage for each claimant for automobile liability with coverage equivalent to Insurance Services Office Automobile Liability Coverage (Occurrence Form CA0001) covering Code No. 1, "any auto;"

c. Workers' Compensation Insurance in compliance with the laws of the State of California, and Employer's Liability Insurance in an amount not less than $1,000,000 per claimant.

2. Vendor shall, prior to performance of any services, file with the Risk Manager certificates of insurance with original endorsements effecting coverage required by this Exhibit INS-I. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on the attached forms or on other forms approved by the Risk Manager. All certificates and endorsements are to be received and approved by the Risk Manager before work commences. City reserves the right to require complete certified copies of all required insurance policies at any time. The certificates of insurance and endorsements shall be forwarded to the Risk Manager, addressed as follows:

City of Oxnard
Risk Manager
Reference No. ______
300 West Third Street, Suite 302
Oxnard, California 93030

3. Vendor agrees that all insurance coverages shall be provided by a California admitted insurance carrier with an A.M. Best rating of A:VII or better and shall be endorsed to state that coverage may not be suspended, voided, canceled by either party, or reduced in coverage or limits without 30 days' prior written notice to the Risk Manager. The Risk Manager shall not approve or accept any endorsement if the endorsement contains "best effort" modifiers or if the insurer is relieved from the responsibility to give such notice.

4. Vendor agrees that the Commercial General Liability and Business Automobile Liability Insurance policies shall be endorsed to name City, its City Council, officers, employees and volunteers as additional insureds as respects: liability arising out of activities performed by or on behalf of vendor; products and completed operations of vendor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its City Council, officers, employees and volunteers. **The General Liability Special Endorsement Form and Automobile Liability Special Endorsement Form attached to this Exhibit INS-I or substitute forms containing the same information and acceptable to the Risk Manager shall be used to provide the endorsements (ISO form CG 2010 11/85 or if not available, CG 2010 with an edition date prior to 01/04 <u>and</u> CG 2037).**

5. The coverages provided to City shall be primary and not contributing to or in excess of any existing City insurance coverages (**this must be endorsed**). Additionally, the workers' compensation policy shall include a waiver of all rights of subrogation which the insurer may have against the City. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its City Council, officers, employees and volunteers. The insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Any deductibles or self-insured retentions must be declared to and approved by the Risk Manager. At the option of the Risk Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its City Council, officers, employees and volunteers, or the vendor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9/15

INSTRUCTION FOR SUBMITTING INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

Certificates of Insurance

The sample accord form on the following page is provided to facilitate your preparation and submission of certificates of insurance. You may use this or any industry form that shows coverage as broad as that shown on the attached sample. **Please note the certificate holder address must be as shown on the attached sample accord form with the contract number and insurance exhibit identification information completed.** Improperly addressed certificates may delay the contract start-up date because the City's practice is to return unidentifiable insurance certificates to the insured for clarification as to the contract number. **Cancellation provisions must be endorsed to the policy. Modifying the certificate does not change coverage or obligate the carrier to provide notice of cancellation.**

Endorsement Forms

Original endorsements are required for commercial general liability and business automobile liability insurance policies and must be attached to the applicable certificate of insurance. City preference is that you use the endorsement forms which are attached. Substitute forms will be accepted, however, as long as they include provisions comparable to the attached.

INS-1.doc

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437 A
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Taser International, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570059836272 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; X CLAIMS-MADE ☐ OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PRO-JECT ☐ LOC; OTHER:			028182385 SIR applies per policy terms & conditions	12/15/2014	12/15/2015	EACH OCCURRENCE	$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	Excluded
							MED EXP (Any one person)	Excluded
							PERSONAL & ADV INJURY	Included
							GENERAL AGGREGATE	$10,000,000
							PRODUCTS - COMP/OP AGG	$10,000,000
	AUTOMOBILE LIABILITY; ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; HIRED AUTOS; NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR; EXCESS LIAB / CLAIMS-MADE; DED RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West, Inc.

Holder Identifier :

Certificate No : 570059836272

ACORD 25 (2014/01)

GENERAL LIABILITY SPECIAL ENDORSEMENT FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
	10/13/15

PRODUCER
Aon Risk Insurance Services West
2555 East Camelback Road Suite 700
Phoenix, AZ 85016
Telephone: 602-427-3200

NAMED INSURED
Taser International, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

POLICY INFORMATION:
Insurance Company: LEXINGTON INSURANCE COMPANY
Policy No.: 021391643
Policy Period: (from) 12/15/14 (to) 12/15/15
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☒ Self-Insured Retention (check which) of $ 5,000,000
with an Aggregate of $_____ applies to coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE

GENERAL LIABILITY
☐ COMMERCIAL GENERAL LIABILITY ☐ Claims Made
☐ COMPREHENSIVE GENERAL LIABILITY Retroactive Date _____
☐ OWNERS & CONTRACTORS PROTECTIVE ☒ Occurrence

OTHER PROVISIONS

COVERAGES	LIABILITY LIMITS IN THOUSANDS $ EACH OCCURRENCE	AGGREGATE
☐ GENERAL		
☒ PRODUCTS/COMPLETED OPERATIONS		
☐ PERSONAL & ADVERTISING INJURY		
☐ FIRE DAMAGE		
☐		
☐		

Underwriter=s representative for claims pursuant to this insurance.
CLAIMS:
Name:
Address:
Telephone: ( )

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, employees and volunteers are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG0001; or
   b. If excess, affords coverage which is at least as broad as the primary insurance form CG0001.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No._____
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☒ Underwriter ☐ _____

I Scott Toland (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature Scott Toland
(original signature required)

Telephone: ( ) 689 3562 Date Signed 10/13

Rev. 9/15 INS-1.doc

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/18/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437 A
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Taser International, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

COVERAGES **CERTIFICATE NUMBER:** 570060491804 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			028182385	12/15/2015	12/15/2016	EACH OCCURRENCE	$10,000,000
	X CLAIMS-MADE / OCCUR			GL - Claims Made			DAMAGE TO RENTED PREMISES (Ea occurrence)	Excluded
				SIR applies per policy terms & conditions				
A	X Occurrence Policy for Non-ECD			021391643	12/15/2015	12/15/2016	MED EXP (Any one person)	Excluded
	X Claims Made Policy for ECD Taser Only			GL - Occurrence			PERSONAL & ADV INJURY	Included
	GEN'L AGGREGATE LIMIT APPLIES PER:			SIR applies per policy terms & conditions			GENERAL AGGREGATE	$10,000,000
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$10,000,000
	X OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	
	DED / RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability Occurrence policy and the Claims Made policy share the limit. City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the General Liability policy.

Certificate No : 570060491804

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Aon Risk Insurance Services West Inc.

ACORD 25 (2014/01)

ENDORSEMENT

This endorsement, effective 12:01 AM 12/15/2015

Forms a part of policy no.: 021391643

Issued to: TASER INTERNATIONAL, INC.

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

A. **Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

B. The insurance provided to the above described additional insured under this endorsement is limited as follows:

1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:
   i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
   ii Supervisory, inspection, architectural or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "products-completed operatons hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary or non-contributory basis.

C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I - Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.

D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

Thomas McLaughlin

Authorized Representative

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier :

PRODUCER
Aon Risk Insurance Services West, Inc.
Phoenix AZ Office
2555 East Camelback Rd.
Suite 700
Phoenix AZ 85016 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURED
Taser International, Inc.
17800 N. 85th Street
Scottsdale AZ 85255 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Casualty Insurance Co	29424 A+
INSURER B:	Twin City Fire Insurance Company	29459 A+
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570059836408 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE; OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY; PRO-JECT; LOC; OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
A	AUTOMOBILE LIABILITY; X ANY AUTO; ALL OWNED AUTOS; SCHEDULED AUTOS; X HIRED AUTOS; X NON-OWNED AUTOS			59 UUN UL7844	09/11/2015	09/11/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB; OCCUR; EXCESS LIAB; CLAIMS-MADE; DED; RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY; ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N; If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		59WEPE1196	09/11/2015	09/11/2016	X PER STATUTE; OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Oxnard, its City Council, officers, employees and volunteers as Additional Insured in accordance with the policy provisions of the Automobile Liability policy.

Certificate No : 570059836408

CERTIFICATE HOLDER

City of Oxnard
Risk Manager
300 West Third Street, Suite 302
Oxnard CA 93030 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

ACORD 25 (2014/01)

Exhibit INS-I
Page 21

AUTOMOBILE LIABILITY SPECIAL ENDORSEMENT
FOR THE CITY OF OXNARD (the "City")

SUBMIT IN DUPLICATE

ENDORSEMENT NO.	ISSUE DATE (MM/DD/YY)
	10/13/15

PRODUCER
Aon Risk Insurance Services West
2555 East Camelback Road Suite 700
Phoenix, AZ 85016
Telephone: 602-427-3200

NAMED INSURED
Taser International, Inc.
17800 N. 85th Street
Scottsdale, AZ 85255

POLICY INFORMATION:
Insurance Company: TWIN CITY FIRE INSURANCE COMPANY
Policy No.: 59UUNUL7844
Policy Period: (from) 08/01/15 (to) 08/01/16
LOSS ADJUSTMENT EXPENSE ☐ Included in Limits ☐ In Addition to Limits

☐ Deductible ☐ Self-Insured Retention (check which) of $ ________ with an Aggregate of $________ applies to ________ coverage. ☐ Per Occurrence ☐ Per Claim (which)

APPLICABILITY. This insurance pertains to the operations, products and/or tenancy of the named insured under all written agreements and permits in force with the City unless checked here ☐ in which case only the following specific agreements and permits with the City are covered:

CITY AGREEMENTS/PERMITS

TYPE OF INSURANCE
☒ COMMERCIAL AUTO POLICY
☐ BUSINESS AUTO POLICY
☐ OTHER

OTHER PROVISIONS

LIMIT OF LIABILITY
$ 1,000,000 per accident, for bodily injury and property damage.

CLAIMS: Underwriter's representative for claims pursuant to this insurance.
Name: ________
Address: ________
Telephone: ( ) ________

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, insurance company agrees as follows:

1. **INSURED.** The City, its officers, agents, volunteers and employees are included as insureds with regard to liability and defense of suits arising from the operations, products and activities performed by or on behalf of the named insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the named insured for or on behalf of the City; or (b) products sold by the named insured to the City; or (c) premises leased by the named insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its officers, agents, employees or volunteers; or stand in an unbroken chain of coverage excess of the named insured's scheduled underlying primary coverage. In either event, any other insurance maintained by the City, its officers, agents, employees or volunteers shall be in excess of this insurance and shall not contribute with it.
3. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. **CANCELLATION NOTICE.** With respect to the interests of the City, this insurance shall not be canceled, or materially reduced in coverage or limits except after thirty (30) days prior written notice by receipted delivery has been given to the City.
5. **PROVISIONS REGARDING THE INSURED'S DUTIES.** Any failure to comply with reporting provisions of the policy or breaches or violations of warranties shall not affect coverage provided to the City, its officers, agents, employees or volunteers.
6. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
   a. Insurance Services Office Automobile Liability Coverage, "occurrence" form CA0001, code ("any auto"); or
   b. If excess, affords coverage which is at least as broad as the primary insurance form referenced in the preceding section (1).

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

ENDORSEMENT HOLDER

CITY OF OXNARD
Attn: Risk Manager
Reference No. ________
300 W. Third Street, Suite 302
Oxnard, CA 93030

AUTHORIZED REPRESENTATIVE
☐ Broker/Agent ☒ Underwriter ☐ ________

I Jean Schoeb (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature Jean Schoeb
(original signature required)

Telephone: (602) 572-6543 Date Signed 10/14/15

Rev. 9/15 INS-1.doc

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

Policy Number: 59 WE PE1196 **Endorsement Number:**

Effective Date: 09/11/15 Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TASER INTERNATIONAL, INC.

17800 N 85TH ST
SCOTTSDALE, AZ 85255

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

ANY PERSON OR ORGANIZATION
FROM WHOM YOU ARE REQUIRED
BY WRITTEN CONTRACT OR
AGREEMENT TO OBTAIN THIS
WAIVER OF RIGHT FROM US

Countersigned by ______________________________
Authorized Representative

Form WC 00 03 13 Printed in U.S.A.
Process Date: 09/27/15 **Policy Expiration Date:** 09/11/16