



OROVILLE CITY COUNCIL
Council Chambers, 1735 Montgomery Street

SPECIAL MEETING
JANUARY 14, 2014
5:30 P.M.
AGENDA

CLOSED SESSION (5:30 P.M.)

ROLL CALL

Council Members Andoe, Berry, Bunker, Pittman, Simpson, Vice Mayor Wilcox, Mayor Dahlmeier

PLEDGE OF ALLEGIANCE

RECOGNITION OF INDIVIDUALS WHO WISH TO SPEAK ON AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter that is on the agenda to state your name and the agenda item on which you wish to speak. When that item comes up on the agenda, you will be asked to step to the podium, repeat your name for the record, and make your presentation or ask questions regarding the agenda item. Following your remarks, Council and/or staff may respond to your comments or questions. **Presentations are limited to three minutes per person.** Under Government Code Section 54954.3 the time allotted for presentations may be limited.

SPECIAL BUSINESS

1. BUDGET CARRYOVER OF GRANTS AND REMAINDER OF PURCHASE ORDERS FROM FISCAL YEAR 2012/13 TO 2013/14 - staff report

The Council may consider approving a supplemental appropriation to carryover the balances of Housing grants and remainder of purchase orders from fiscal year 2012/13 to 2013/14. (**Diane MacMillan, Director of Finance and Pat Clark, Director of Business Assistance and Housing Development**)

Council Action Requested: **Approve Supplemental Appropriation No. 2013/14-0114-32 as indicated in the January 14, 2014 staff report.**

2. SUPPLEMENTAL APPROPRIATION TO ESTABLISH A BUDGET FOR CITY REVOLVING LOAN FUND - staff report

The Council may consider a supplemental appropriation to establish a budget for the City Revolving Loan Fund. (**Pat Clark, Director of Business Assistance and Housing Development**)

Council Action Requested: **Approve Supplemental Appropriation No. 2012/13-0114-34 as indicated in the January 14, 2014 staff report.**

3. 2013 HOUSING RELATED PARKS PROGRAM – staff report

The Council may consider the submittal of a State of California Department of Housing and Community Development Department grant for a Housing-Related Parks Program, in the amount of \$309,950. (**Pat Clark, Director of Business Assistance and Housing Development**)

Council Action Requested: **Adopt Resolution No. 8174 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE APPLICATION AND CONTRACT EXECUTION OF A STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF \$309,950.**

4. AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON-SWORN UNIT – staff report

The Council may consider approving an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Non-Sworn Unit (OPOA - NSU). (**Randy Murphy, City Administrator**) (*Continued from January 7, 2014*)

Council Action Requested:

- 1. Adopt Resolution No. 8172 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION NON-SWORN UNIT – (Agreement No. 1448-7).**
- 2. Adopt Resolution No. 8175 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH CALPERS FOR THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON-SWORN UNIT.**

5. AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION – SWORN UNIT – staff report

The Council may consider approving an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Sworn Unit (OPOA - SU). (**Randy Murphy, City Administrator**) (*Continued from January 7, 2014*)

Council Action Requested:

- 1. Adopt Resolution No. 8173 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT – (Agreement No. 1447-9).**
- 2. Adopt Resolution No. 8176 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH CALPERS FOR THE OROVILLE POLICE OFFICERS' ASSOCIATION – SWORN UNIT.**

6. REQUEST FOR PROPOSALS FOR PROFESSIONAL MANAGEMENT SERVICES OF THE HISTORIC STATE THEATRE – staff report

The Council may consider modifications to a Request for Proposals for Professional Operations and Management Services of the Historic State Theatre. **(Randy Murphy, City Administrator and Donald Rust, Director of Community Development)**

Council Action Requested:

- 1. Provide direction regarding modifications to the Request for Proposals.**
- 2. Appoint up to two Council members to be on the Selection Review Committee.**

HEARING OF INDIVIDUALS ON NON-AGENDA ITEMS

This is the time the Mayor will invite anyone in the audience wishing to address the Council on a matter not listed on the agenda to step to the podium, state your name for the record and make your presentation. **Presentations are limited to 3 minutes.** Under Government Code Section 54954.2, The Council is prohibited from taking action except for a brief response by the Council or staff to a statement or question relating to a non-agenda item.

CLOSED SESSION

The Council will hold a Closed Session on the following:

1. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Police Officers' Association – Sworn and Non-Sworn.
2. Pursuant to Government Code section 54957.6, the Council will meet with Labor Negotiators and City Attorney to discuss labor negotiations for the Oroville Fire Fighters' Association.

ADJOURNMENT

The meeting will be adjourned to a regular meeting of the Oroville City Council to be held on Tuesday, January 21, 2014 at 5:00 p.m.

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: DIANE MACMILLAN, DIRECTOR OF FINANCE
PAT CLARK, DIRECTOR OF BUSINESS ASSISTANCE AND
HOUSING DEVELOPMENT**

**RE: BUDGET CARRYOVER OF GRANTS AND REMAINDER OF
PURCHASE ORDERS FROM FISCAL YEAR 2012/13 TO 2013/14**

DATE: JANUARY 14, 2014

SUMMARY

The Council may consider approving a supplemental appropriation to carryover the balances of Housing grants and remainder of purchase orders from fiscal year 2012/13 to 2013/14.

DISCUSSION

Annually at this time following the audit field work, the balances of appropriations for grant budgets and purchase orders are carried over to the new fiscal year in accordance with the City's Expenditure Control Budget Policy. The General Fund/Other Funds and Capital Projects were previously carried over at the December 3, 2013 council meeting.

FISCAL IMPACT

The detail of accounts to be carried over from the 2012/13 fiscal year to the 2013/14 fiscal year is listed in the Supplemental Appropriation No. 2013/14-0114-32 attachment.

RECOMMENDATION

Approve Supplemental Appropriation No. 2013/14-0114-32 as indicated in the fiscal impact of this staff report dated January 14, 2014.

ATTACHMENT

Details of Supplemental Appropriation No. 2013/14-0114-32.

**BUSINESS ASSISTANCE/HOUSING DEVELOPMENT
2013-14 Budget Carryovers**

10-CallHome 6671					
150 4490 8558	Revenue		<\$500,000.00>		
150 6000 8558	Office Supplies	\$	3,770.00		Grant Funded \$789,051.00
150 6050 8558	Spec Dept Supplies	\$	2,637.00		RDA Housing Set Aside \$150,000.00
150 6070 8558	Stores Expense	\$	1,002.00		<u>\$939,051.00</u>
150 7000 8558	Outside Services	\$	3,166.00		
150 7050 8558	Travel/Meetings	\$	1,000.00		
150 7250 8558	Telephone Svc	\$	267.00		
150 7300 8558	Advertising	\$	2,700.00		
150 7540 8558	Veh Maint	\$	557.00		
150 7605 8558	Audit Expense	\$	1,400.00		
150 7960 8558	Loans	\$	818,875.00		
150 8420 8558	Office Equipment	\$	3,000.00		
150 9010 8558	Direct Labor	\$	100,677.00		
		\$	<u>939,051.00</u>		
11-CallHome 8194					
150 4959 8565	transfer from 199 9071 9100		<\$60,000.00>		
150 4490 8565	Revenue		<\$1,000,000.00>		
150 6000 8565	Office Supplies	\$	4,500.00		Grant Funded \$1,000,000.00
150 6050 8565	Spec Dept Supplies	\$	3,000.00		RDA Housing Set Aside \$150,000.00
150 6070 8565	Stores Expense	\$	1,500.00		<u>\$1,150,000.00</u>
150 7000 8565	Outside Services	\$	4,500.00		
150 7050 8565	Travel/Meetings	\$	1,000.00		
150 7250 8565	Telephone Svc	\$	500.00		
150 7300 8565	Advertising	\$	3,000.00		
150 7540 8565	Veh Maint	\$	2,000.00		
150 7605 8565	Audit Expense	\$	2,500.00		
150 7960 8565	Loans	\$	1,000,000.00		
150 8420 8565	Office Equipment	\$	3,000.00		
150 9010 8565	Direct Labor	\$	124,500.00		
		\$	<u>1,150,000.00</u>		
07-HOME-3903					expired 12/31/13

AD				
149 4490 8531	Revenue		<\$25,000.00>	
149 7000 8531	Outside Services	\$	63.00	
149 7969 8531	Construction	\$	25,000.00	RDA Housing Set Aside
		\$	<u>25,063.00</u>	\$25,063.00

11-HOME-7673				
Gen Adm				
149 4490 8563	Revenue		<\$17,500.00>	
149 6000 8563	Office Supplies	\$	1,250.00	Grant Funds
149 6040 8563	Stationary Supp	\$	44.00	RDA Housing Set Aside
149 6050 8563	Spec Dept Supp	\$	232.00	
149 6070 8563	Stores Expense	\$	750.00	
149 7000 8563	Outside Services	\$	3,500.00	
149 7250 8563	Telephone Svc	\$	100.00	
149 7300 8563	Advertising	\$	250.00	
149 7540 8563	Veh Maint	\$	1,250.00	
149 7605 8563	Audit Expense	\$	1,900.00	
149 9010 8563	Direct Labor	\$	26,897.00	
		\$	<u>36,173.00</u>	

AD				
149 4959 8564	Transfer from 199 9071 9100		<\$150,000.00>	
149 4490 8564	Revenue		<\$682,500.00>	
149 6000 8564	Office Supplies	\$	4,000.00	
149 6050 8564	Spec Dept Suppl	\$	4,000.00	
149 7000 8564	Outside Services	\$	5,000.00	
149 7050 8564	Travel & Meetings	\$	4,000.00	Grant Funds
149 7300 8564	Advertising	\$	4,000.00	RDA Housing Set Aside
149 7960 8564	Loans Made	\$	486,446.00	
149 8420 8564	Office Equipmt	\$	4,000.00	
149 9010 8564	Dir Lbr Allctn	\$	132,687.00	
		\$	<u>644,133.00</u>	

12-HOME-8571				
Gen Adm				
149 4490 8572	Revenue		<\$17,500.00>	
				Grant Funds
				\$7,500

149 6000 8572	Office Supplies	\$	500.00	RDA Housing Set Aside	<u>\$35,000</u>
149 6050 8572	Spec Dept Supp	\$	500.00		<u>\$42,500</u>
149 7000 8572	Outside Services	\$	500.00		
149 7050 8572	Travel&Meetings	\$	500.00		
149 7100 8572	Training	\$	500.00		
149 7300 8572	Advertising	\$	500.00		
149 7605 8572	Audit Expense	\$	2,500.00		
149 7610 8572	Other Expenses	\$	1,250.00		
149 9010 8572	Direct Labor	\$	35,750.00		
		\$	<u>42,500.00</u>		

AD					
149 4490 8573	Revenue		<\$682,500.00>		
149 6000 8573	Office Supplies	\$	4,000.00		
149 6050 8573	Spec Dept Suppl	\$	2,000.00		
149 7000 8573	Outside Services	\$	5,000.00		
149 7050 8573	Travel & Meetings	\$	2,000.00	Grant Funds	\$617,500
149 7300 8573	Advertising	\$	2,000.00	RDA Housing Set Aside	<u>\$115,000</u>
149 7960 8573	Loans Made	\$	640,845.00		<u>\$732,500</u>
149 8420 8573	Office Equipmt	\$	2,000.00		
149 9010 8573	Dir Lbr Allctn	\$	74,655.00		
		\$	<u>732,500.00</u>		

12 CDBG 8405					
Gen Adm					
150 4490 8566	Revenue		<\$105,00,000>		
150 6000 8566	Office Supplies	\$	3,500.00	Grant Funded	\$ 68,722.00
150 6040 8566	Stationary Supplies	\$	44.00	Housing Program Fund	\$ 35,000.00
150 6050 8566	Spec Dept Supp	\$	1,000.00		<u>\$ 103,722.00</u>
150 6070 8566	Stores Expense	\$	2,500.00		
150 7000 8566	Outside Services	\$	4,500.00		
150 7050 8566	Travel&Meetings	\$	1,500.00		
150 7300 8566	Advertising	\$	2,000.00		
15 7540 8566	Veh Maint	\$	3,000.00		
150 7605 8566	Audit Expense	\$	5,500.00		
150 8425 8566	Computer Equip	\$	1,500.00		
150 9010 8566	Direct Labor	\$	78,678.00		

\$ 103,722.00

<\$617,900.00>

\$ 2,500.00

\$ 1,875.00

\$ 6,000.00

\$ 2,500.00

\$ 2,750.00

\$ 595,700.00

\$ 36,018.00

\$ 647,343.00

Homeownership

150 4490 8567

Revenue

Office Supplies

Spec Dept Suppl

Outside Services

Travel & Meetings

Advertising

Loans Made

Direct Labor

Grant Funded \$ 647,343.00

150-8569 was transferred to 150-8567
in the amount of \$277,500 approved by the State on Oct
per Standard Agreement 12-CDBG-8405.

Housing Rehab

150 4490 8568

Revenue

Office Supplies

Spec Dept Suppl

Outside Services

Travel & Meetings

Advertising

Construction

Ancillary

Direct Labor

Grant Funded \$ 185,000.00

<\$185,000.00>

\$ 1,500.00

\$ 750.00

\$ 2,000.00

\$ 1,500.00

\$ 1,500.00

\$ 149,850.00

\$ 8,500.00

\$ 19,400.00

\$ 185,000.00

Catalyst

150 4490 8570

Revenue

Office Supplies

Outside Services

Advertising

Other Expenses

Direct Labor

Grant Funded \$ 242,900.00

<\$284,900.00>

\$ 3,000.00

\$ 219,960.00

\$ 2,000.00

\$ 1,000.00

\$ 16,940.00

\$ 242,900.00

YMCA

150 4490 8571

Revenue

Office Supplies

Grant Funded \$ 216,587.00

<\$177,600.00>

\$ 2,500.00

150 6050 8571	Special Dept Supplies	\$	1,500.00
150 7000 8571	Outside Services	\$	191,766.00
150 7300 8571	Advertising	\$	1,500.00
150 7610 8571	Other Expenses	\$	1,000.00
150 9010 8571	Direct Labor	\$	18,321.00
		\$	<u>216,587.00</u>

ED

10-EDBG-7258

GEN ADM

151 4490 8560	Revenue			
151 6000 8560	Office Supplies	\$	1,000.00	
151 6070 8560	Stores Expense	\$	1,500.00	
151 7000 8560	Outside Services	\$	362.00	
151 7050 8560	Travel & Meetings	\$	250.00	
151 7300 8560	Advertising	\$	500.00	
151 7540 8560	Veh Maint	\$	2,500.00	
151 7605 8560	Audit Expense	\$	400.00	
151 8425 8560	Computer Expenses	\$	250.00	
151 9010 8560	Direct Labor	\$	<u>21,869.00</u>	
		\$	28,631.00	Grant Funded
				\$ 28,631.00

AD

151 4490 8561	Revenue			
151 6000 8561	Office Supplies	\$	1,500.00	
151 6050 8561	Spec Dept Supplies	\$	750.00	
151 7000 8561	Outside Services	\$	2,308.00	
151 7050 8561	Travel & Meetings	\$	2,000.00	
151 7300 8561	Advertising	\$	3,500.00	
151 7950 8561	Interest Expend	\$	328,225.00	
151 8425 8561	Computer Equipment	\$	2,500.00	
151 9010 8561	Direct Labor	\$	<u>50,754.00</u>	
		\$	391,537.00	Grant Funded
				\$ 391,537.00

PTAA

11-PTEC-7637

150 4490 8562	Revenue			
				Grant Funded
				\$ 3,443.00

150 7000 8562	Outside Services	\$	22,866.00	RDA (198-9450)	\$	23,100.00
150 9010 8562	Direct Labor	\$	3,677.00		\$	26,543.00
		\$	<u>26,543.00</u>			

MISC

HOUSING PROGRAM FUND

141 5930 8910	ER Paid HINS	\$	5,000.00
141 6050 8910	Special Dept Supplies	\$	50.00
141 7000 8910	Outside Services	\$	150,000.00
141 7250 8910	Telephone Services	\$	3,500.00
141 7964 8910	Redemption Foreclosure	\$	150,000.00
141 9010 8910	Direct Labor	\$	15,200.00
		\$	<u>323,750.00</u>

HOME RLF

Transfer to 455 4959 8455	<\$98,525.00>	
Transfer from 460 9000 8460	\$	98,252.00

transfer from City RLF to HOME RLF
per balance @ 6/30/13.

CDBG ADMINISTRATION PROGRAM INCOME

150 6000 8920	Office Supplies	\$	7,797.00
150 6050 8920	Other Dept. Supplies	\$	4,640.00
150 6070 8920	Stores Expense	\$	5,000.00
150 7000 8920	Outside Services	\$	19,327.00
150 7050 8920	Travel/Meetings	\$	3,500.00
150 7300 8920	Advertising		4,000.00
150 7540 8920	Veh Maint		5,396.00
150 7605 8920	Audit Expense	\$	3,000.00
150 8452 8920	Office Equipment	\$	2,000.00
150 9010 8920	Direct Labor	\$	176,795.00
		\$	<u>231,455.00</u>

Program Income Waivers

J13 CHINESE TEMPLE		\$	133,660.00
150 8100 8559	Improvement Bldgs	\$	133,660.00

J14 FIRE STATION LIVING QUARTERS

150 7000 8559	Outside Services	\$	1,085.00
150 8100 8559	Improvement Bldgs	\$	30,608.00
		\$	<u>31,693.00</u>

J15 FBO

150 7000 8559	Outside Services	\$	13,984.00
150 7300 8559	Advertising	\$	200.00
		\$	<u>14,184.00</u>

J16 PARK GATES

150 9000 8559	Transfer Out to 453 4959 8543 project cancelled	\$	11,800.00
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J17 VEGA CENTER DEMOLITION

150 8100 8559	Improvement Bldgs	\$	109,382.00
		\$	<u>109,382.00</u>

Remainder of Purchase Orders for 2012/13 to 2013/14:

001-7000-xxxx	Vision Internet and AmeriPride	\$	482.64
101-7000-4000	Vision Internet and AmeriPride	\$	153.66
130-7000-3500	Vision Internet	\$	\$33.37
141-7000-8910	Petaluma Ecumenical	\$	139,464.08
305-8430-7700	All Star	\$	2,060.00
307-81xx-9xxx	Northstar Engineers	\$	9,015.00
450-7000-8450	Vada Bouffard	\$	200.00
540-7000-3800	AmeriPride	\$	146.70
100-7055-7000	OPOA/Shoes for kids program	\$	5,000.00
	TOTAL ALL FUNDS PO'S ONLY:	\$	<u>156,555.45</u>

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY INTERIM CITY ADMINISTRATOR**

**FROM: PAT CLARK, DIRECTOR OF BUSINESS ASSISTANCE AND
HOUSING DEVELOPMENT**

**RE: SUPPLEMENTAL APPROPRIATION TO ESTABLISH A BUDGET
FOR CITY REVOLVING LOAN FUND**

DATE: JANUARY 14, 2014

SUMMARY

The Council may consider a supplemental appropriation to establish a budget for the City Revolving Loan Fund.

DISCUSSION

The Business Assistance and Housing Development Department is requesting to establish a budget for the City Revolving Loan Fund in order to service the community with the ability to make lower interest business loans that fit within the underwriting criteria of the City of Oroville Economic Development Guidelines. These funds are excess funds above the amounts earmarked for retention if the City may need an internal loan.

FISCAL IMPACT

Approve Supplemental Appropriation No. 2013/14-0114-34 to allocate \$165,000 from fund balance to establish a budget for loans and administration of the City Revolving Loan Fund.

City Revolving Loan Fund

Fund 450
Department 8450

Expenses:

6000 Office Supplies	\$ 1,750
7000 Outside Services	\$ 4,500
7605 Audit Expenses	\$ 1,500
7610 Other Expenses	\$ 500
7960 Loans	\$ 140,250
9010 Direct Labor	<u>\$ 16,500</u>

Total Budget \$ 165,000

RECOMMENDATION

Approve Supplemental Appropriation No. 2013/14-0114-34 as indicated in this staff report, dated January 14, 2014.

ATTACHMENTS

None

**OROVILLE CITY COUNCIL
STAFF REPORT**

**TO: MAYOR AND COUNCIL MEMBERS
RANDY MURPHY, CITY ADMINISTRATOR**

**FROM: PAT CLARK, DIRECTOR OF BUSINESS ASSISTANCE AND
HOUSING DEVELOPMENT**

RE: 2013 HOUSING-RELATED PARKS PROGRAM

DATE: JANUARY 14, 2014

SUMMARY

The Council may consider the submittal of a State of California Department of Housing and Community Development Department grant for a Housing-Related Parks Program, in the amount of \$309,950.

DISCUSSION

The Department of Housing and Community Development released Program Guidelines for the 2013 funding of the Housing Related Parks Program (HRP) and the application for funding is due January 22, 2014. The HRP Program is designed to encourage cities and counties to develop new residential housing by rewarding those jurisdictions that approve housing affordable to lower-income households and are in compliance with State housing element law. The Program is non-competitive and awards funds on a per-bedroom basis for each residential unit affordable to very low- and low-income households permitted during the designated program year (DPY). The Program provides funds for parks and recreation projects that benefit the community and add to the quality of life.

"Parks and Recreation Facility" means a facility that provides benefits the community and includes, but is not limited to, places for organized team sports, outdoor recreation, and informal turf play; non-motorized recreational trails; permanent play structures; landscaping; community gardens; places for passive recreation; multipurpose structures designed to meet the special recreational educational, vocational and social needs of youth, senior citizens and other populations groups; recreation areas created by the redesign and retrofit of urban freeways; community swim centers; regional recreational trails; and infrastructure and other improvements that support these facilities.

The DPY for the 2013 funding round included all eligible units affordable to lower-income households approved with permits or certifications of occupancy during the period of January 1, 2010 through June 30, 2013. The City of Oroville has two properties that qualify during this timeframe:

CC-3

1. Hillview Ridge II (56 units)
2. Orange Tree Senior Apartments (49 units)

On November 15, 2013, staff presented the application process and received direction to pursue the application to make necessary repairs and upgrades to the municipal auditorium that include replacing the HVAC system, upgrading kitchen making it code compliant and commercial grade. Contingent available funding; other items that may be addressed include roofing, electrical, bathrooms, fire alarm and other code related repairs or upgrades.

FISCAL IMPACT

A supplemental appropriation will be requested once a standard agreement has been executed.

RECOMMENDATION

Adopt Resolution No. 8174 – A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE APPLICATION AND CONTRACT EXECUTION OF A STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF \$309,950.

ATTACHMENTS

Resolution No. 8174

**CITY OF OROVILLE
RESOLUTION NO. 8174**

A RESOLUTION OF THE OROVILLE CITY COUNCIL APPROVING THE APPLICATION AND CONTRACT EXECUTION OF A STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT HOUSING-RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF \$309,950

WHEREAS by the City Council of the City of Oroville as follows:

A. The State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability dated October 2, 2013 (NOFA), under its Housing-Related Parks (HRP) Program.

B. The *City of Oroville* desires to apply for a HRP Program grant and submit the 2013 Designated Program Year Application Package released by the Department for the HRP Program.

C. The Department is authorized to approve funding allocation for the HRP Program, subject to the terms and conditions of the NOFA, Program Guidelines, Application Package and Standard Agreement.

THEREFORE, IT IS RESOLVED THAT:

1. Applicant is hereby authorized and directed to apply for and submit to the Department the HRP Program Application Package released October 2013 for the 2013 Designated Program Year. If the application is approved, the Applicant is hereby authorized and directed to enter into, execute and deliver a State of California Standard Agreement (Standard Agreement), and any and all other documents required or deemed necessary or appropriate to secure the HRP Program Grant from the Department, and all amendments thereto (collectively, the "HRP Grant Documents").
2. Applicant shall be subject to the terms and conditions as specified in the Standard Agreement. Funds are to be used for allowable capital asset project expenditures to be identified in Exhibit A of the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable through the Standard Agreement. Applicant hereby agrees to use the funds for eligible capital asset(s) in the manner presented in the application as approved by the Department and in accordance with the NOFA and Program Guidelines and Application Package.
3. That the *Mayor or City Administrator* are authorized to execute in the name of Applicant the HRP Program Application Package and the HRP Grant Documents as required by the Department for participation in the HRP Program.

PASSED AND ADOPTED by the Oroville City Council at a special meeting held on January 14, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RANDY MURPHY, CITY ADMINISTRATOR

**RE: AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE
OFFICERS' ASSOCIATION – NON-SWORN UNIT**

DATE: JANUARY 14, 2014

SUMMARY

The Council may consider approving an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Non-Sworn Unit (OPOA - NSU).

DISCUSSION

Staff and OPOA representatives have met and conferred and came to a tentative agreement on an amended MOU. Highlights of the changes are attached to this staff report. The final Approved and Restated MOU will be provided under separate cover. Changes to the MOU are in bold red for additions and strike through bold black for deletions.

OPOA Non-Sworn members have agreed to phase in their payment of the full 7% employee portion of PERS over the life of the agreement in exchange for incremental salary increases totaling 4.75% over the same period and to reopen the MOU if CalPERS employer rates reach 19% during the term of the agreement.

The term of this contract is from July 1, 2013 through June 30, 2016. The language changes have been reviewed and tentatively agreed upon by the City Administrator and the membership of OPOA-Non-Sworn.

FISCAL IMPACT

Preliminary calculations suggest that this action will save approximately \$3,500 for the remainder of FY 13/14 and a total of almost \$23,000 during the term of the agreement.

RECOMMENDATION

1. Adopt Resolution No. 8172 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - NON-SWORN UNIT – (Agreement No. 1448-7).

CC-4

2. Adopt Resolution No. 8175 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AMEND THE RESOLUTION FOR PAYING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH CALPERS FOR THE OROVILLE POLICE OFFICERS' ASSOCIATION NON-SWORN UNIT.

ATTACHMENT (S)

Resolution No. 8172
Agreement No. 1448-7
Resolution No. 8175

**CITY OF OROVILLE
RESOLUTION NO. 8172**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON - SWORN UNIT

(Agreement No. 1448-7)

BE IT hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Non - Sworn Unit. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a regular meeting held on January 14, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

CITY OF OROVILLE

AND THE

**OROVILLE POLICE OFFICERS' ASSOCIATION
NON-SWORN UNIT**

This Memorandum of Understanding, hereinafter referred to as the "Memorandum", has been approved by City Council Resolution No. 8172 adopted at the special meeting of January 14, 2014.

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EXHIBIT "A" – SALARY SCHEDULES ATTACHMENT
EXHIBIT "B" – POLICE OFFICERS CODE OF ETHICS ATTACHMENT

DRAFT

ARTICLE 1 - AGENCY SHOP

1.1 The Oroville Police Officers Association (OPOA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Community Service Officer
- Public Safety Communication Specialist
- Public Safety Communication Specialist Supervisor
- Police Records Technician
- Code Enforcement Specialist
- Police Administrative Assistant
- Crime Analyst/Information Technology Officer

ARTICLE 2 - SCOPE OF REPRESENTATION

2.1 This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

3.1 Changes to the City's Personnel Rules & Regulations, policies and Department Policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

4.1 The City retains, solely and exclusively, all the rights, powers and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:

- To manage and direct its business and personnel

- To manage, control, and determine the mission of its departments, building facilities, and operations
- To create, change, combine or abolish jobs, departments and facilities in whole or in part
- To subcontract or discontinue work for economic or operational reasons
- To direct the work force
- To increase or decrease the work force and determine the number of employees needed
- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 5 - SENIORITY

- 5.1 OVERALL SENIORITY** - "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.
- 5.2 CLASSIFICATION SENIORITY** - Classification Seniority is defined as the total time served in the classification or higher classification within the department.
- 5.3 DEPARTMENT SENIORITY** - Department Seniority begins upon fulltime hire in the Department.
- 5.4 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking on the eligibility list.
- 5.5 SENIORITY LIST** - The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

- 6.1 In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.
- 6.2 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall read three (3) hours instead of two (2) hours.

ARTICLE 7 - SHIFT SCHEDULE

- 7.1 ~~The City shall place all administrative staff (Community Services Officer, Records Technician and Administrative Assistant) on a 5/8 schedule – Monday thru Friday to coincide with other administrative personnel. At the discretion of the Chief and the Association a 4/10 work schedule, or combination thereof, shall be implemented to meet the needs of the department and City.~~
The City shall place all administrative staff (Community Services Officer, Records Technician and Administrative Assistant) on a 5/8 schedule – Monday thru Friday to coincide with other administrative personnel. At the discretion of the Chief of Police, a 4/10 work schedule may be implemented to meet the needs of the department and City.
- 7.2 Dispatchers shall remain on the 4/10 schedule. However, at the Police Chief's discretion the schedule may be modified to a 5/8 schedule in order to accommodate staffing deficiencies or other emergency situations. Dispatchers shall revert to the 4/10 schedule once staffing needs or the emergency situation no longer exists.
- 7.3 Any change in shift rotation shall be subject to meet and confer.

ARTICLE 8 CLOTHING ALLOWANCE

- 8.1 Each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred twenty dollars (\$720) upon hire, paid in their first paycheck with the option of having a separate check.

On the next first pay period in December, and each first pay period in December thereafter, the employee shall receive an annual clothing allowance of \$720 paid on the first paycheck in December, with the option of having a separate check.

This City agrees to provide employees with the following uniform insignia:

- 1) Patches - up to two sets per year as needed
- 2) Pins - as needed

The Chief of Police or their designee shall decide when replacement uniform insignia are necessary.

ARTICLE 9 - SALARY

- 9.1 SALARY** - The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A."
- 9.2 SALARY STEPS** - All salary steps, A, B, C, D, E, F and G are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. To be eligible for advancement to Step F or G, the member must have completed two (2) years in their current classification.
- 9.3 SALARY INCREASE** - ~~Effective July 1, 2014, the members of this bargaining unit shall receive the following increases:~~
- ~~• Community Service Officer _____ 2.36%~~
 - ~~• Public Safety Communication Specialist _____ 4.81%~~
 - ~~• Public Safety Communication Specialist Supervisor _____ 9.58%~~
 - ~~• Police Records Technician _____ 8.61%~~
 - ~~• Police Administrative Assistant _____ 5.19%~~
 - ~~• Crime Analyst/Information Technology Officer _____ 2.0%~~
 - Effective July 1, 2014, the members shall receive a 1.5% salary increase.
 - Effective July 1, 2015, the members shall receive a 1.5% salary increase.
 - Effective June 30, 2016, the members shall receive a 1.75% salary increase.

ARTICLE 10 - OVERTIME

- 10.1** Employees required to work in excess of forty (40) hours per week shall receive one and one-half (1½) times their appropriate rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off for holidays, vacations and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular biweekly payroll; provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.
- 10.2** Time worked contiguous to a normally assigned shift shall be treated as overtime.
- 10.3** The department shall not change a unit employee's shift solely for the reason of

avoiding payment of overtime. In the event that less than 72 ~~48~~ consecutive hours advance notice is given by the department to the employee of such change, the first shift shall be compensated at the rate of time and one-half, as a one-time shift-change stipend. This Section shall not apply to voluntary shift trade amongst unit employees.

ARTICLE 11 - COMPENSATORY TIME OFF (CTO)

11.1 COMPENSATORY TIME OFF (CTO) - ~~Employees may accrue CTO in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime time worked.~~

- ~~• No more than 240 hours of CTO may be carried on the books at any time.~~
- ~~• An employee's decision to elect CTO instead of overtime pay is irrevocable.~~
- ~~• Upon separation, the employee will be paid at the employee's current hourly rate for the remaining CTO balance.~~
- ~~• CTO may be cashed out at any time.~~
- ~~• Employees have the option of receiving CTO cash out on a separate check.~~
- ~~• CTO requests made fourteen (14) days in advance shall be honored, unless an emergency is declared by the Chief of Police.~~

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- No more than 120 hours of CTO may be carried on the books at any time.
- A member's decision to elect CTO instead of overtime pay is irrevocable.
- Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
- CTO may be cashed out in March and December. In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
- Members have the option of receiving CTO cash out on a separate check.
- Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

ARTICLE 12 - BI-LINGUAL PAY

12.1 BI-LINGUAL PAY - Employees proficient to a working level in a non-English language that is commonly encountered in the area, shall receive \$200 per month. Languages currently eligible for bi-lingual pay are: Spanish, Hmong, Mien

and Vietnamese, or any other languages as approved by the City Administrator.

ARTICLE 13 - SHIFT DIFFERENTIAL PAY

- 13.1 SHIFT DIFFERENTIAL PAY** - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional \$.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional \$1.16 per hour to their base pay for shift differential pay.

ARTICLE 14 - DISPATCHER TRAINING INCENTIVE

- 14.1 DISPATCHER TRAINING INCENTIVE** - Qualified Post Certified Public Safety Communication Specialists assigned by Department Management to train new employees shall be paid an additional 5% pay per hour for the hours they perform such training.

ARTICLE 15 - EDUCATION INCENTIVE

- 15.1 EDUCATION INCENTIVE** - All employees shall be eligible upon receipt of pertinent documentation for education incentive pay as follows:
- B.A. or B.S. degree \$250.00/Mo.
 - A.A. or A.S. degree or 60 units of General Education and/or job related courses \$125.00/Mo.

The member must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification. No employee may receive compensation for more than one degree.

ARTICLE 16 - OUT OF CLASS PAY

- 16.1** An employee assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification, but shall at the time of the temporary assignment immediately receive 5% above their base pay.

ARTICLE 17 - RETIREMENT BENEFITS

- 17.1**
- ~~Public Employees' Retirement System (PERS) 2% @ 55 formula~~
 - ~~The City shall contribute to P.E.R.S. 100% of the employees 7%~~

contribution

- ~~Single highest year benefit calculation~~
- ~~4th level survivor benefit~~
- ~~Sick Leave Conversion for PERS Retirement Credit~~

OPOA Non-Sworn members shall begin paying the following portions of their P.E.R.S. Member Contribution:

- a. On January 1, 2014, members will pay 3% of the 7% P.E.R.S. Contribution.
- b. On July 1, 2014, members will pay an additional 2% (5% of the 7%)
- c. On July 1, 2015 members will pay an additional 2% (Paying full 7%)

Payments shall be made pre-tax.

All OPOA Non-Sworn members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Effective January 1, 2013 and upon hire, all new OPOA Non-Sworn members shall receive the 2%@62 formula and shall pay 50% of the normal benefit formula and contribution rate.

The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

Effective January 1, 2013 or after, new OPOA Non-Sworn members will have their retirement benefit calculations based off their three (3) highest years.

Sick Leave Conversion for P.E.R.S Retirement Credit is available for all members.

17.2: PUBLIC EMPLOYEE PENSION REFORM ACT:

It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in PEPRA shall prevail.

ARTICLE 18 - HEALTH BENEFITS

- 18.1** The City agrees to continue to provide insurance benefits for employees and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability.

~~The City agrees to contribute \$754 per month, for health and dental insurance premiums.~~

Upon ratification of this MOU, OPOA Non-Sworn members will receive an increase to the City's health insurance contribution that has been established citywide.

18.2 HEALTH INSURANCE REVIEW COMMITTEE

The City agrees to participate in the established Health Insurance Review Committee. The Human Resource Analyst and up to two representatives from each City employee group may attend the meeting on behalf of the City of Oroville. The purpose of the Committee is on-going review of health, dental and vision plans and the making of recommendations to the City Council, City Administrator and the respective employee group regarding benefit levels, services, methods of cost containment, alternative plans and the like. Committee employees shall establish guidelines for conducting meetings, frequency of meetings and the Committee work program. Employee representatives shall not be charged vacation or other leave time if such meetings are held during the employee's normal work hours, nor shall such employees receive overtime or call-back pay for service on the committee. The Committee shall have access to such non-confidential information as necessary to carry out its purpose.

18.3 APPROVAL OF FUTURE PLAN CHANGES

- A. Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.
- B. The Health Insurance Review Committee established in Section 18.2 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the employees pursuant to Subsection 18.3 (A). The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered

18.4 INTERNAL REVENUE CODE SECTION 125 COLLABORATION

The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.

18.5 RETIREE MEDICAL

The City agrees that a retired employee or spouse of a deceased retired employee, at their own expense, may purchase health insurance benefits at the current premium rates paid by the City for regular employees.

18.6 DEFERRED COMPENSATION

The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

ARTICLE 19 - LONGEVITY PAY

19.1 In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the educational incentive shown below:

<u>YEARS</u>	<u>INCENTIVE</u>
20 years or more	\$300.00
15-19 years	\$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 20 - VACATION POLICY

20.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 to 4 years 80 hours
- 5 to 11 years 120 hours
- 8 hours for each additional year to a maximum of 160 hours.

20.2 **VACATION CARRYOVER** - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The

employee's payroll check from the City shall serve as notification of the employee vacation accrual.

- 20.3** An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

- 20.4** Vacation policy sign up will be conducted in accordance with overall seniority with the Police Department. Employees will be allowed to sign up for any one continuous increment, which they choose and for which they are eligible prior to passing the list. An additional increment of time may be chosen upon recirculation of the list. Once a list is passed on it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to bump less senior employee's choices of vacation.

ARTICLE 21 - VACANCIES

- 21.1 VACANCIES** - When a position becomes vacant, the vacancy shall be posted on the department bulletin board for a period of five (5) business days prior to making the opening public.

ARTICLE 22 - HOLIDAYS

- 22.1** The following holidays shall be observed by the City:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, 3rd Monday in January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) The day before Christmas
- (12) Christmas Day, December 25
- (13) Floating Holiday, Refer to Article 23.5

- 22.2 HOLIDAY PAY:**

- A. 4/10 rotating shift schedule. Employees shall be compensated for each holiday by ten (10) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay irrespective of when the holidays may be observed by the employee. The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first paycheck in December of each year.
- B. 4/10 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by ten (10) hours of straight time pay. In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1 ½) times the straight time rate of pay.
- C. 5/8 weekday work schedule. Employees shall be compensated for time off in observance of each holiday by eight (8) hours of straight time pay. In the event tthe employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one-half (1½) times the straight time rate of pay.

22.3 No holiday leave shall be used in place of vacation leave except when the holiday falls within a regularly scheduled vacation leave.

22.4 The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first pay check in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.

22.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If not used, the benefit will extinguish (no banking). If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 23 - SICK LEAVE

23.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or a member of an employee's immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify his/her supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

23.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick Leave with pay is cumulative at the rate of

eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

- 23.3** An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.
- 23.4** Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 23.5** An employee who takes a leave of absence without pay for a period in excess of thirty (30) days shall forfeit one (1) day of sick leave benefits for each such 30 day period.
- 23.6** Employees shall accumulate unused sick leave without limitation as to a maximum number of days.
- 23.7** ~~The City shall grant one extra day of vacation with pay for each six (6) consecutive month period in which an employee in the unit works without absence other than vacation or holiday and compensatory time off. The extra vacation day shall be added to the employee's vacation credit during the first month following the completion of the six (6) month period.~~
The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.
- 23.8** An employee who regularly retires from City service may convert their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.
- 23.9** An employee shall not be required to use any Sick Leave for medical and/or dental appointment(s) but may use accumulated Vacation time or compensating time off in lieu thereof.

ARTICLE 24 - BEREAVEMENT LEAVE

- 24.1** Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave, when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Department Head of the

time of absence expected, and the date of return to City service.

- 24.2** Immediate family includes the following individuals of an employee's family: spouse, domestic partner, natural, step or legal child, parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, father-in-law.

ARTICLE 25 - MATERNITY LEAVE

- 25.1** Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 26 - MILITARY LEAVE

- 26.1** Military Leave shall be granted in accordance with the provisions of State Law. All employees entitled to military leave shall give the City Administrator an opportunity within the limits of military regulations, to determine when such leave shall be taken.

ARTICLE 27 - UNPAID LEAVE

- 27.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

- A. Shall not accrue seniority.
- B. Shall not receive contributions towards any benefits.
- C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 28 - JURY DUTY

- 28.1** Every employee who is called or required to serve as a trial juror, upon notification and appropriate verification submitted to their supervisor, shall be

entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee, while being interviewed for or while serving on a jury.

ARTICLE 29 - LIGHT DUTY

- 29.1** ~~Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the employee's physician have determined as an acceptable assignment, that shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City shall require the approval of the employee's physician prior to making an assignment under this article.~~

Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member's physician have determined as an acceptable assignment, and shall not impede the member's recovery. The member shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 30 - BULLETIN BOARDS

- 30.1** ~~A reasonable amount of space shall be provided on a bulletin board within the Police Department, upon which the OPOA may post notices.~~

A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 31 - ASSOCIATION DUES

- 31.1 PAYROLL DEDUCTIONS** - The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to the OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 32 - RANDOM DRUG AND ALCOHOL TESTING

- 32.1** OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 33 - LAYOFF PROCEDURE

- 33.1 LAYOFF PROCEDURE** – If the City finds it necessary to impose layoffs then the order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.
- 33.2 BUMPING RIGHTS** – An employee who is laid off from a higher classification may assume a lower classification based on Overall Seniority as defined in Section 5.1.
- 33.3 ORDER OF LAYOFFS** – Prior to laying off a full time employee all part-time or extra help employees shall be laid off.

ARTICLE 34 - DISCIPLINE

- 34.1** City Policy, Public Safety Officer Procedural Bill of Rights and Department Policies:
It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.
- When job performance is unsatisfactory in the judgment of the Department Head, disciplinary action may be initiated.
- Department Head in the case of the Oroville Police Department shall be the Chief of Police.
- 34.2** Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.
- 34.3** Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

34.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a City document (e.g., time card, expense report)
- C. Disclosure of confidential information;
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;
- G. Theft, misuse, or unauthorized use or possession of City property;
- H. Dishonesty;
- I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;
- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
- O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

34.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

- A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.
- B. The Preliminary Notice shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The effective date of the disciplinary action;
 - c. A statement of the reasons for the disciplinary action citing the item(s) under Article Twenty-Nine, or the Personnel Rules which have been violated;

- d. Any supporting material;
- e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
- f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

34.6 SKELLY MEETING:

- A. An employee who is subject to disciplinary action shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.
- B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.
- C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.
- D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

34.7 APPLICATION OF APPEAL PROCEDURE:

- A. Permanent Status: This article shall only apply to employees with permanent status with the City.
- B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
- C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.
- D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.
- E. A written reprimand shall be appealable only to the City Administrator or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Administrator or designee shall be final.
- F. Upon the request of an employee with the discretion of the Department

Head, Chief of Police, or Fire Chief,, a written reprimand, a counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code 3300-3311 and applicable City Ordinances and Departmental Policies.

34.8 APPEAL OF DISCIPLINARY ACTION:

- A. Within ten (10) workdays after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- B. Appeals of disciplinary actions to arbitration shall be pursuant to Article thirty five (Grievance Procedure) of this Memorandum of Understanding.
 - a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
 - b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.
 - c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Arbitration is the exercise of due process regarding an employee's property interest in his or her profession.
- C. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal, or any other forum on any legal theory or basis shall be possible.

ARTICLE 35 - GRIEVANCE AND ARBITRATION PROCEDURE

35.1 PURPOSE - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.

35.1.1 To resolve grievances informally at the lowest possible level.

35.1.2 To provide an orderly procedure for reviewing and resolving grievances promptly.

35.2 DEFINITIONS -

35.2.1 A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.

35.2.2 As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.

35.2.3 As used in this procedure the term "party" means an employee, the Association or the City.

35.2.4 As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.

35.2.5 As used herein, workday shall represent any day that City Hall is open for business.

35.3 TIME LIMITS - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

35.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

35.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

35.6 APPLICATION - Grievances shall be brought through this Article.

35.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. Within five (5) workdays, the immediate supervisor shall give a decision or response.

35.8 FORMAL GRIEVANCE – STEP 1 -

35.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

35.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or

35.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

35.8.1.3 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the appointing authority as the first level of appeal. The grievant may be represented by the Association representative.

35.8.1.4 Within ten (10) workdays after the initiation of the formal grievance, the designee of the appointing authority at the first

level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

35.9 FORMAL GRIEVANCE – STEP 2 - If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the appointing authority or designee is the first level of appeal, the grievant may bypass Step 2.

35.9.1 Within ten (10) workdays after the initiation of the Step 2, the designee of the appointing authority at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

35.10 FORMAL GRIEVANCE – STEP 3 - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.

35.10.1 The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.

35.11 ARBITRATION – STEP 4 - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.

35.12 RESPONSE - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.

35.13 COPY OF DECISION - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.

35.14 ASSIGNMENT OF AN ARBITRATOR - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.

35.15 DECISION - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this

Agreement. The arbitrator shall limit their decision to the application and interpretation of the provisions of this Agreement.

35.16 COSTS - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OPOA shall not be charged any witness fees for City employees.

35.17 WITNESSES - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 36 - CODE OF ETHICS

36.1 OPOA-Non-Sworn members shall abide by the Code of Ethics attached hereto as Exhibit "B".

ARTICLE 37 - PEACEFUL PERFORMANCE

37.1 The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees that under no circumstances during the term of this agreement will the OPOA, recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said stoppage has ceased.

ARTICLE 38 - SAVINGS CLAUSE

38.1 Should any portion of this Memorandum or any provisions herein contained be rendered or declared invalid by reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 39 - ZIPPER CLAUSE

- 39.1** This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 40 - TERM AND OPENING CLAUSE

- 40.1** ~~This Memorandum of Understanding shall be effective January 1, 2011 and shall remain in effect through June 30, 2013, and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.~~

~~This Memorandum of Understanding shall be effective July 1, 2013 and shall remain in effect through June 30, 2016, and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.~~

~~The MOU is subject to being reopened if the PERS Employer's Cost rise above 19%. If the MOU is reopened, parties will agree on a neutral third party to do a financial analysis regarding the City's finances. The City will pay the first \$10,000 of costs for the analysis, and the remainder will be shared by the City and Employees.~~

ARTICLE 41 - TOTAL COMPENSATION SURVEY

- 41.1** ~~If by January 1, 2016, the City's general Fund revenue have increases by 10% or more, the City will undertake a total compensation survey, looking at comparable jurisdictions, and, if the City finds that employee compensation is over 5% lower than the comparable jurisdictions, the City will create a corrective plan to correct the discrepancy.~~

This memorandum recommended to the City Council of the City of Oroville on January 14, 2013.

**OROVILLE POLICE OFFICER'S
ASSOCIATION**

David Bryning, OPOA President

Dennis Wallach, Mastagni Law

CITY OF OROVILLE

Randy Murphy, City Administrator

Approved as to form:

Scott E. Huber, City Attorney

Executed by:

Linda Dahlmeier, Mayor

EXHIBIT "A" – SALARY SCHEDULES
EXHIBIT "B" – POLICE OFFICERS CODE OF ETHICS

CITY OF OROVILLE
Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 07/01/14

EXHIBIT "A"

SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Sergeant	\$65,590.44	\$68,869.96	\$72,313.46	\$75,929.13	\$79,725.59	\$83,711.87	\$87,897.46	Annual		
258	\$5,465.87	\$5,739.16	\$6,026.12	\$6,327.43	\$6,643.80	\$6,975.99	\$7,324.79	Monthly		
	\$31.53	\$33.11	\$34.77	\$36.50	\$38.33	\$40.25	\$42.26	Hourly		
Rotational Detective	\$57,672.01	\$60,555.61	\$63,583.39	\$66,762.56	\$70,100.69	\$73,605.72	\$77,286.01	Annual		
256	\$4,806.00	\$5,046.30	\$5,298.62	\$5,563.55	\$5,841.72	\$6,133.81	\$6,440.50	Monthly		
	\$27.73	\$29.11	\$30.57	\$32.10	\$33.70	\$35.39	\$37.16	Hourly		
Police Officer	\$52,429.10	\$55,050.56	\$57,803.08	\$60,693.24	\$63,727.90	\$66,914.29	\$70,260.01	Annual		
252	\$4,369.09	\$4,587.55	\$4,816.92	\$5,057.77	\$5,310.66	\$5,576.19	\$5,855.00	Monthly		
	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$32.17	\$33.78	Hourly		
NON-SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Police Dispatch Supervisor	\$45,872.82	\$48,166.46	\$50,574.78	\$53,103.52	\$55,758.70	\$58,546.63	\$61,473.97	Annual		
446	\$3,822.74	\$4,013.87	\$4,214.57	\$4,425.29	\$4,646.56	\$4,878.89	\$5,122.83	Monthly		
	\$22.05	\$23.16	\$24.31	\$25.53	\$26.81	\$28.15	\$29.55	Hourly		
Crime Analyst / IT Officer	\$38,016.22	\$39,917.03	\$41,912.88	\$44,008.53	\$46,208.95	\$48,519.40	\$50,945.37	Annual		
445	\$3,168.02	\$3,326.42	\$3,492.74	\$3,667.38	\$3,850.75	\$4,043.28	\$4,245.45	Monthly		
	\$18.28	\$19.19	\$20.15	\$21.16	\$22.22	\$23.33	\$24.49	Hourly		
Police Admin. Assistant	\$38,272.47	\$40,186.09	\$42,195.40	\$44,305.17	\$46,520.43	\$48,846.45	\$51,288.77	Annual		
447	\$3,189.37	\$3,348.84	\$3,516.28	\$3,692.10	\$3,876.70	\$4,070.54	\$4,274.06	Monthly		
	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.48	\$24.66	Hourly		
Police Dispatcher	\$38,331.81	\$40,248.40	\$42,260.82	\$44,373.86	\$46,592.55	\$48,922.18	\$51,368.29	Annual		
441	\$3,194.32	\$3,354.03	\$3,521.74	\$3,697.82	\$3,882.71	\$4,076.85	\$4,280.69	Monthly		
	\$18.43	\$19.35	\$20.32	\$21.33	\$22.40	\$23.52	\$24.70	Hourly		
Community Service Officer	\$34,077.70	\$35,781.59	\$37,570.66	\$39,449.20	\$41,421.66	\$43,492.74	\$45,667.38	Annual		
442	\$2,839.81	\$2,981.80	\$3,130.89	\$3,287.43	\$3,451.80	\$3,624.40	\$3,805.61	Monthly		
	\$16.38	\$17.20	\$18.06	\$18.97	\$19.91	\$20.91	\$21.96	Hourly		
Police Records Technician	\$32,071.82	\$33,675.41	\$35,359.18	\$37,127.14	\$38,983.50	\$40,932.67	\$42,979.31	Annual		
443	\$2,672.65	\$2,806.28	\$2,946.60	\$3,093.93	\$3,248.62	\$3,411.06	\$3,581.61	Monthly		
	\$15.42	\$16.19	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	Hourly		

CITY OF OROVILLE

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 01/01/15

EXHIBIT "A"

SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
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Police Officer	\$52,429.10	\$55,050.56	\$57,803.08	\$60,693.24	\$63,727.90	\$66,914.29	\$70,260.01	\$73,773.01	Annual	Annual
	\$4,369.09	\$4,587.55	\$4,816.92	\$5,057.77	\$5,310.66	\$5,576.19	\$5,855.00	\$6,147.75	Monthly	Monthly
252	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$32.17	\$33.78	\$35.47	Hourly	Hourly
NON-SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Police Dispatch Supervisor	\$45,872.82	\$48,166.46	\$50,574.78	\$53,103.52	\$55,758.70	\$58,546.63	\$61,473.97	Annual	Annual	Annual
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446	\$22.05	\$23.16	\$24.31	\$25.53	\$26.81	\$28.15	\$29.55	Hourly	Hourly	Hourly
Crime Analyst / IT Officer	\$38,016.22	\$39,917.03	\$41,912.88	\$44,008.53	\$46,208.95	\$48,519.40	\$50,945.37	Annual	Annual	Annual
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447	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.48	\$24.66	Hourly	Hourly	Hourly
Police Dispatcher	\$38,331.81	\$40,248.40	\$42,260.82	\$44,373.86	\$46,592.55	\$48,922.18	\$51,368.29	Annual	Annual	Annual
	\$3,194.32	\$3,354.03	\$3,521.74	\$3,697.82	\$3,882.71	\$4,076.85	\$4,280.69	Monthly	Monthly	Monthly
441	\$18.43	\$19.35	\$20.32	\$21.33	\$22.40	\$23.52	\$24.70	Hourly	Hourly	Hourly
Community Service Officer	\$34,077.70	\$35,781.59	\$37,570.66	\$39,449.20	\$41,421.66	\$43,492.74	\$45,667.38	Annual	Annual	Annual
	\$2,839.81	\$2,981.80	\$3,130.89	\$3,287.43	\$3,451.80	\$3,624.40	\$3,805.61	Monthly	Monthly	Monthly
442	\$16.38	\$17.20	\$18.06	\$18.97	\$19.91	\$20.91	\$21.96	Hourly	Hourly	Hourly
Police Records Technician	\$32,071.82	\$33,675.41	\$35,359.18	\$37,127.14	\$38,983.50	\$40,932.67	\$42,979.31	Annual	Annual	Annual
	\$2,672.65	\$2,806.28	\$2,946.60	\$3,093.93	\$3,248.62	\$3,411.06	\$3,581.61	Monthly	Monthly	Monthly
443	\$15.42	\$16.19	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	Hourly	Hourly	Hourly

CITY OF OROVILLE
Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 07/01/15

EXHIBIT "A"

SWORN									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Sergeant	\$66,902.25	\$70,247.36	\$73,759.73	\$77,447.72	\$81,320.10	\$85,386.11	\$89,655.41	\$94,138.18	Annual
258	\$5,575.19	\$5,853.95	\$6,146.64	\$6,453.98	\$6,776.68	\$7,115.51	\$7,471.28	\$7,844.85	Monthly
	\$32.16	\$33.77	\$35.46	\$37.23	\$39.10	\$41.05	\$43.10	\$45.26	Hourly
Rotational Detective	\$58,825.45	\$61,766.72	\$64,855.06	\$68,097.81	\$71,502.70	\$75,077.84	\$78,831.73	\$82,773.32	Annual
256	\$4,902.12	\$5,147.23	\$5,404.59	\$5,674.82	\$5,958.56	\$6,256.49	\$6,569.31	\$6,897.78	Monthly
	\$28.28	\$29.70	\$31.18	\$32.74	\$34.38	\$36.10	\$37.90	\$39.79	Hourly
Police Officer	\$53,477.68	\$56,151.56	\$58,959.14	\$61,907.10	\$65,002.45	\$68,252.58	\$71,665.21	\$75,248.47	Annual
252	\$4,456.47	\$4,679.30	\$4,913.26	\$5,158.92	\$5,416.87	\$5,687.71	\$5,972.10	\$6,270.71	Monthly
	\$25.71	\$27.00	\$28.35	\$29.76	\$31.25	\$32.81	\$34.45	\$36.18	Hourly
NON-SWORN									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
Police Dispatch Supervisor	\$46,560.92	\$48,888.97	\$51,333.41	\$53,900.09	\$56,595.09	\$59,424.84	\$62,396.09	\$65,409.55	Annual
446	\$3,880.08	\$4,074.08	\$4,277.78	\$4,491.67	\$4,716.26	\$4,952.07	\$5,199.67	\$5,458.55	Monthly
	\$22.39	\$23.50	\$24.68	\$25.91	\$27.21	\$28.57	\$30.00	\$31.50	Hourly
Crime Analyst / IT Officer	\$38,586.46	\$40,515.78	\$42,541.57	\$44,668.65	\$46,902.08	\$49,247.19	\$51,709.55	\$54,309.13	Annual
445	\$3,215.54	\$3,376.32	\$3,545.13	\$3,722.39	\$3,908.51	\$4,103.93	\$4,309.13	\$4,524.55	Monthly
	\$18.55	\$19.48	\$20.45	\$21.48	\$22.55	\$23.68	\$24.86	\$26.09	Hourly
Police Admin. Assistant	\$38,846.56	\$40,788.89	\$42,828.33	\$44,969.75	\$47,218.24	\$49,579.15	\$52,058.11	\$54,676.55	Annual
447	\$3,237.21	\$3,399.07	\$3,569.03	\$3,747.48	\$3,934.85	\$4,131.60	\$4,338.18	\$4,554.99	Monthly
	\$18.68	\$19.61	\$20.59	\$21.62	\$22.70	\$23.84	\$25.03	\$26.27	Hourly
Police Dispatcher	\$38,906.79	\$40,852.13	\$42,894.74	\$45,039.47	\$47,291.45	\$49,656.02	\$52,138.82	\$54,746.55	Annual
441	\$3,242.23	\$3,404.34	\$3,574.56	\$3,753.29	\$3,940.95	\$4,138.00	\$4,344.90	\$4,562.07	Monthly
	\$18.71	\$19.64	\$20.62	\$21.65	\$22.74	\$23.87	\$25.07	\$26.33	Hourly
Community Service Officer	\$34,588.87	\$36,318.31	\$38,134.23	\$40,040.94	\$42,042.99	\$44,145.14	\$46,352.39	\$48,673.22	Annual
442	\$2,882.41	\$3,026.53	\$3,177.85	\$3,336.75	\$3,503.58	\$3,678.76	\$3,862.70	\$4,056.00	Monthly
	\$16.63	\$17.46	\$18.33	\$19.25	\$20.21	\$21.22	\$22.28	\$23.39	Hourly
Police Records Technician	\$32,552.90	\$34,180.55	\$35,889.57	\$37,684.05	\$39,568.25	\$41,546.67	\$43,624.00	\$45,800.75	Annual
443	\$2,712.74	\$2,848.38	\$2,990.80	\$3,140.34	\$3,297.35	\$3,462.22	\$3,635.33	\$3,817.18	Monthly
	\$15.65	\$16.43	\$17.25	\$18.12	\$19.02	\$19.97	\$20.97	\$22.00	Hourly

CITY OF OROVILLE
Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 06/30/16
EXHIBIT "A"

SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Sergeant	\$68,240.29	\$71,652.30	\$75,234.92	\$78,996.67	\$82,946.50	\$87,093.82	\$91,448.52	\$96,020.94	\$100,820.94	Annual
258	\$5,686.69	\$5,971.03	\$6,269.58	\$6,583.06	\$6,912.21	\$7,257.82	\$7,620.71	\$8,001.75	\$8,396.16	Monthly
	\$32.81	\$34.45	\$36.17	\$37.98	\$39.88	\$41.87	\$43.97	\$46.16	\$48.46	Hourly
Rotational Detective	\$60,001.96	\$63,002.06	\$66,152.16	\$69,459.77	\$72,932.76	\$76,579.40	\$80,408.37	\$84,428.78	\$88,553.78	Annual
256	\$5,000.16	\$5,250.17	\$5,512.68	\$5,788.31	\$6,077.73	\$6,381.62	\$6,700.70	\$7,035.73	\$7,385.73	Monthly
	\$28.85	\$30.29	\$31.80	\$33.39	\$35.06	\$36.82	\$38.66	\$40.59	\$42.59	Hourly
Police Officer	\$54,547.23	\$57,274.59	\$60,138.32	\$63,145.24	\$66,302.50	\$69,617.62	\$73,098.51	\$76,753.43	\$80,573.43	Annual
	\$4,545.60	\$4,772.88	\$5,011.53	\$5,262.10	\$5,525.21	\$5,801.47	\$6,091.54	\$6,396.12	\$6,705.12	Monthly
252	\$26.22	\$27.54	\$28.91	\$30.36	\$31.88	\$33.47	\$35.14	\$36.90	\$38.73	Hourly

NON-SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Police Dispatch Supervisor	\$47,375.73	\$49,744.52	\$52,231.74	\$54,843.33	\$57,585.50	\$60,464.77	\$63,488.01	\$66,664.25	\$69,993.49	Annual
446	\$3,947.98	\$4,145.38	\$4,352.65	\$4,570.28	\$4,798.79	\$5,038.73	\$5,290.67	\$5,554.12	\$5,828.67	Monthly
	\$22.78	\$23.92	\$25.11	\$26.37	\$27.69	\$29.07	\$30.52	\$32.03	\$33.59	Hourly
Crime Analyst / IT Officer	\$39,261.72	\$41,224.81	\$43,286.05	\$45,450.35	\$47,722.87	\$50,109.01	\$52,614.46	\$55,253.46	\$58,028.46	Annual
445	\$3,271.81	\$3,435.40	\$3,607.17	\$3,787.53	\$3,976.91	\$4,175.75	\$4,384.54	\$4,602.99	\$4,830.74	Monthly
	\$18.88	\$19.82	\$20.81	\$21.85	\$22.94	\$24.09	\$25.30	\$26.57	\$27.91	Hourly
Police Admin. Assistant	\$39,526.37	\$41,502.69	\$43,577.82	\$45,756.71	\$48,044.55	\$50,446.78	\$52,969.12	\$55,614.25	\$58,384.25	Annual
447	\$3,293.86	\$3,458.56	\$3,631.49	\$3,813.06	\$4,003.71	\$4,203.90	\$4,414.09	\$4,634.90	\$4,866.01	Monthly
	\$19.00	\$19.95	\$20.95	\$22.00	\$23.10	\$24.25	\$25.47	\$26.75	\$28.09	Hourly
Police Dispatcher	\$39,587.66	\$41,567.04	\$43,645.40	\$45,827.66	\$48,119.05	\$50,525.00	\$53,051.25	\$55,703.50	\$58,477.50	Annual
441	\$3,298.97	\$3,463.92	\$3,637.12	\$3,818.97	\$4,009.92	\$4,210.42	\$4,420.94	\$4,641.12	\$4,871.51	Monthly
	\$19.03	\$19.98	\$20.98	\$22.03	\$23.13	\$24.29	\$25.51	\$26.79	\$28.11	Hourly
Community Service Officer	\$35,194.18	\$36,953.89	\$38,801.58	\$40,741.66	\$42,778.75	\$44,917.68	\$47,163.57	\$49,519.26	\$51,981.56	Annual
442	\$2,932.85	\$3,079.49	\$3,233.47	\$3,395.14	\$3,564.90	\$3,743.14	\$3,930.30	\$4,126.01	\$4,330.78	Monthly
	\$16.92	\$17.77	\$18.65	\$19.59	\$20.57	\$21.60	\$22.67	\$23.79	\$24.95	Hourly
Police Records Technician	\$33,122.58	\$34,778.71	\$36,517.64	\$38,343.53	\$40,260.70	\$42,273.74	\$44,387.43	\$46,603.56	\$48,921.81	Annual
443	\$2,760.22	\$2,898.23	\$3,043.14	\$3,195.29	\$3,355.06	\$3,522.81	\$3,698.95	\$3,884.99	\$4,079.44	Monthly
	\$15.92	\$16.72	\$17.56	\$18.43	\$19.36	\$20.32	\$21.34	\$22.41	\$23.53	Hourly

EXHIBIT - B

Commission Procedure C-3 Law Enforcement Code of Ethics

Purpose

- 3-1. **Code of Ethics:** To insure that all peace officers are fully aware of their individual responsibilities to maintain their own integrity and that of their agency, every peace officer, during basic training, or at the time of appointment, shall be administered the Law Enforcement Code of Ethics, as prescribed in Section 1013 of the Regulations.

Code of Ethics

- 3-2. **AS A LAW ENFORCEMENT OFFICER**, my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I **WILL** keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I **WILL** never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I **RECOGNIZE** the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God⁽¹⁾ to my chosen profession...law enforcement.

¹ Reference to religious affirmation may be omitted where objected to by the officer.

**CITY OF OROVILLE
RESOLUTION NO. 8175**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE
AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH
CALPERS FOR THE OROVILLE POLICE OFFICERS' ASSOCIATION – NON-
SWORN UNIT**

WHEREAS, the governing body of the City of Oroville has the authority to implement G.C. section 20691;

WHEREAS, the governing body of the City of Oroville has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Oroville of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Oroville has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Safety employees of Oroville Police Officers' Association Non-Sworn Unit (OPOA-NS)

OPOA Non-Sworn Employees:

Public Safety Communication Specialist (Dispatcher) Supervisor
Crime Analyst/IT Officer
Police Administrative Assistant
Public Safety Communication Specialist (Dispatcher)
Community Services Officer
Police Records Technician

- **Effective January 1, 2014**, this benefit shall consist of paying **4%** of the normal member contributions as EPMC for OPOA Sworn employees.
- **Effective July 1, 2014**, this benefit shall consist of paying **2%** of the normal member contributions as EPMC for OPOA Sworn employees.
- **Effective July 1, 2015**, this benefit shall consist of paying **0%** of the normal member contributions as EPMC for OPOA Sworn employees.
- The effective date of this Resolution shall be **January 14, 2014**.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Oroville elects to pay EPMC, as set forth above.

PASSED AND ADOPTED by the Oroville City Council at a special meeting on January 14, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

**OROVILLE CITY COUNCIL
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

FROM: RANDY MURPHY, CITY ADMINISTRATOR

**RE: AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE
OFFICERS' ASSOCIATION - SWORN UNIT**

DATE: JANUARY 7, 2014

SUMMARY

The Council may consider an Amendment to the Memorandum of Understanding (MOU) between the City of Oroville and the Oroville Police Officers' Association - Sworn Unit (OPOA-SU).

DISCUSSION

Staff and OPOA representatives have met and conferred and came to a tentative agreement on an amended MOU. Highlights of the changes are attached to this staff report. The final Approved and Restated MOU will be provided under separate cover. Changes to the MOU are in bold red for additions and strike through bold black for deletions.

OPOA members have agreed to the following significant concessions:

1. Phase in their payment of the full 9% employee portion of PERS over the life of the agreement; and
2. Limit their use of take-home vehicles to officers who live within the City of Oroville's Sphere of Influence (SOI); and
3. Reopen the MOU if CalPERS employer rates reach 29% during the term of the agreement.

The City Administrator recommends the Council approve the following benefits be returned to OPOA-SU members in exchange for their concessions noted above:

1. Phase in salary increases totaling 6% over the life of the agreement; and
2. Provide a \$200 monthly stipend for the officers who currently live outside the SOI and who must relinquish their take-home vehicle; and
3. Increase monthly medical contributions for Employee + 1 and Employee + family coverage by \$75/mo, beginning 1/1/15; and
4. Add an 'H step' to the salary schedule for officers who have been at 'G step' for one year or more, beginning 1/1/15.

The term of this contract is from July 1, 2013 through June 30, 2016. The language changes have been reviewed and tentatively agreed upon by the City Administrator and the membership of OPOA-SU.

FISCAL IMPACT

Preliminary calculations suggest that this action will save approximately \$44,500 for the remainder of FY 13/14 and a total of almost \$124,000 during the term of the agreement.

RECOMMENDATION

1. Adopt Resolution No. 8173 - A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT – (Agreement No. 1447-9).
2. Adopt Resolution No. 8176 – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH CALPERS FOR THE OROVILLE POLICE OFFICERS' ASSOCIATION – SWORN UNIT.

ATTACHMENT (S)

Resolution No. 8173
Agreement No. 1447-9
Resolution No. 8176

**CITY OF OROVILLE
RESOLUTION NO. 8173**

A RESOLUTION OF THE OROVILLE CITY COUNCIL AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF OROVILLE AND THE OROVILLE POLICE OFFICERS' ASSOCIATION - SWORN UNIT

(Agreement No. 1447-9)

BE IT hereby resolved by the Oroville City Council as follows:

1. The Mayor is hereby authorized and directed to execute an Amended and Restated Memorandum of Understanding between the City of Oroville and the Oroville Police Officers' Association – Sworn Unit. A copy is attached hereto as Exhibit "A".
2. The City Clerk shall attest to the adoption of this Resolution.

PASSED AND ADOPTED by the Oroville City Council at a special meeting held on January 14, 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E. Huber, City Attorney

Randy Murphy, City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
CITY OF OROVILLE
AND THE
OROVILLE POLICE OFFICERS' ASSOCIATION
SWORN UNIT

This Memorandum of Understanding, hereinafter referred to as the "Memorandum," has been approved by City Council Resolution No. 8173 adopted at the special meeting of January 14, 2014.

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ARTICLE 1 - AGENCY SHOP

- 1.1** The Oroville Police Officers Association (OPOA) has been declared an agency shop in accordance with Government Code Section 3502. Designation of an agency shop requires all employees in the bargaining unit to either join the recognized association, pay a service fee as determined by the association, or meet the religious objection requirement per Government Code Section 3502.5 (c).

The Oroville Police Officers Association (OPOA) represents the following classifications:

- Police Sergeant
- Police Detective
- Police Officer

ARTICLE 2 - SCOPE OF REPRESENTATION

- 2.1** This agreement covers the wages, hours, terms and conditions of employment for the term of the agreement for those employees represented by the OPOA.

ARTICLE 3 - MAINTENANCE OF BENEFITS

- 3.1** Changes to the City's Personnel Rules & Regulations and policies shall require a meet and confer with the OPOA prior to implementation.

ARTICLE 4 - CITY RIGHTS AND RESPONSIBILITIES

- 4.1** The City retains, solely and exclusively, all the rights, powers, and authority exercised or held prior to the execution of this Memorandum, except as expressly limited by a specific provision of this Memorandum. Without limiting the generality of the foregoing, the rights, powers, and authority retained solely and exclusively by the City enumerated herein, include, but are not limited to, the requirements of this Memorandum and/or any provision of law whether it be statutory or judicial:
- To manage and direct its business and personnel
 - To manage, control, and determine the mission of its departments, building facilities, and operations
 - To create, change, combine or abolish jobs, departments and facilities in whole or in part
 - To subcontract or discontinue work for economic or operational reasons
 - To direct the work force
 - To increase or decrease the work force and determine the number of employees needed

- To hire, transfer, promote and maintain the discipline and efficiency of its employees to establish work standards, schedules of operation and reasonable workload
- To specify or assign work requirements and require overtime
- To schedule working hours and shifts
- To adopt rules of conduct and penalties for violation thereof
- To determine the type and scope of work to be performed and the services to be provided
- To determine the methods, processes, means, and places of providing services and to take whatever action necessary to prepare for and operate in an emergency

Nothing in this Section shall be construed to limit, amend, decrease, revoke, or otherwise modify the rights vested in the City by any regulating, authorizing or empowering the City to act or refrain from acting.

ARTICLE 5 - SENIORITY

- 5.1 OVERALL SENIORITY** - "Seniority" for the purposes of vacation accrual shall be computed based on total uninterrupted length of service with the City.
- 5.2 CLASSIFICATION SENIORITY** - Classification seniority is defined as the total time served in the classification or higher classification within the department.
- 5.3 DEPARTMENT SENIORITY** - Department Seniority begins upon fulltime hire in the Department.
- 5.4 TIES IN SENIORITY** - Whenever two or more employees have the same seniority date, the order of seniority shall be determined by the employee's ranking upon hire or appointment to the classification.
- 5.5 SENIORITY LIST** - The Department shall provide a seniority list to the OPOA annually in July. The list shall include the employees' name, overall seniority date with the City, current classification seniority date.

ARTICLE 6 - CALL-BACK PAY

- 6.1** In the event of a call-back or return to duty, an employee shall receive a minimum of two (2) hours, at the regular rate of pay. If the time worked exceeds two (2) hours, then the employee shall receive pay for the time worked at the appropriate rate of pay, calculated to the nearest fifteen (15) minutes.
- 6.2** Time worked contiguous to a normally assigned shift shall be treated as normal overtime.

- 6.3 Should the call-back require an employee to work on a day they are not otherwise scheduled to work because of a normal day off or scheduled vacation, the minimum call-back for the purposes of 6.1 above shall be three (3) hours instead of two (2) hours.

ARTICLE 7 - STAND-BY POLICY

- 7.1 **STRICT STAND-BY** - An officer in this stand-by situation shall be directed to remain at a defined location and shall be fully ready to appear for duty in less than one (1) hour from time of direction to appear. Time spent in this stand-by situation shall be compensated at the appropriate rate of pay.
- 7.2 **GENERAL STAND-BY** - An officer in this stand-by situation may be required to appear for duty within not less than one (1) hour from the time of direction to appear. The officer shall be considered free to pursue personal activities, but shall keep the appropriate authority advised of their location. Time spent in this stand-by situation shall be compensated at a rate of 1 hour of straight time per one-half day. One (1) hour shall be the minimum compensation.

ARTICLE 8 - OUT OF CLASS PAY

- 8.1 An officer assigned to temporary duties of a higher job classification shall not receive the pay of the higher job classification.
- 8.2 At the time of assignment, the officer shall immediately receive 5% above base pay. This incentive shall not stack with OIC pay.

ARTICLE 9 - LONGEVITY PAY

In recognition for many years of continuous service as a City of Oroville employee, the City shall make an annual award to each qualifying employee in the amounts shown below:

<u>YEARS</u>	<u>INCENTIVE</u>
20 years or more	\$300.00
15-19 years	\$150.00

The City Council shall decide on the timing and manner for the award presentation.

ARTICLE 10 - COURT CANCELLATION

- 10.1 **COURT CANCELLATION** - In the event of a cancelled court appearance after 7 pm the day before the officer is required to appear, the officer shall receive two (2) hours of pay at the regular rate of pay if it is the officer's regular workday or

three (3) hours at the regular rate of pay if it is the officer's regular scheduled day off. The earned hours will be assigned to an individual account of compensatory time off from duty, **unless the officer has reached his/her 240 hour maximum for compensatory time off, in which case it will be paid at the officer's regular rate of pay.**

ARTICLE 11- CANINE PAY

- 11.1 CANINE PAY** - All assigned canine officers shall be compensated for 15 minutes per day, at a rate of 1½ times their current rate of pay, for the time committed to home maintenance of their police canine, which includes, but is not limited to, grooming, walking, feeding, bonding, and other care necessary.

ARTICLE 12 - UNIFORM ALLOWANCE

- 12.1** Each employee covered by this Memorandum shall receive an initial clothing allowance of seven hundred twenty dollars (\$720) in their first paycheck, with the option of having it in a separate check.

On the next first pay period in December, and each first pay period in December thereafter, the employee shall receive an annual clothing allowance of \$720 paid on the first paycheck in December, with the option of having it in a separate check.

- 12.2** City agrees to pay the initial cost of any ordered uniform article change.

ARTICLE 13 - COMPENSATION AND RETIREMENT

- 13.1 SALARY** - The City agrees to compensate OPOA employees in accordance with the Classifications and Compensations as set forth in the attached Exhibit "A."

- 13.2 SALARY STEPS** - All salary steps, A, B, C, D, E, F and G are to be based on merit. Advancements shall not be automatic but shall depend upon increased service value of an employee to the City as exemplified by recommendations of the employee's supervising official, length of service, productivity, performance record, special training undertaken, or other pertinent evidence. To be eligible for advancement to Step F or G, the member must have completed two (2) years in his/her current classification.

Beginning January 1, 2015, the members who have completed one (1) year at step G will be eligible for salary step H, which will be a 5% salary increase over step G.

- 13.3 SALARY INCREASES** – ~~Effective July 1, 2011, the members of this bargaining~~

~~unit shall receive the following increases:~~

- ~~• Sergeant ————— 4.40%~~
- ~~• Police Officer ————— 3.46%~~

~~Effective January 1, 2012, the members of this bargaining unit shall receive the following increases:~~

- ~~• Sergeant ————— 4.40%~~
- ~~• Police Officer ————— 3.46%~~

- Effective July 1, 2014, the members shall receive a 2% salary increase.
- Effective July 1, 2015, the members shall receive a 2% salary increase.
- Effective June 30, 2016, the members shall receive a 2% salary increase.

13.4 DETECTIVE INCENTIVE – Police officers assigned to the detective division shall receive a five percent (5%) differential above their base pay for all hours worked. ~~Upon the vacancy of the permanent detective position, t~~The Department shall assign a minimum of two (2) Police Officers to the Detective Division for a three (3) year rotational period. Police Officers assigned to the Detective Division to work in a multi-agency task force shall receive the five (5%) differential, but will not be regarded as fulfilling the rotational positions.

~~Police Officers shall continue to receive five (5%) percent differential for the duration of their three (3) years rotation regardless of being reassigned to the Patrol Division due to staffing level needs. Any current Permanent Detective position shall be counted as one of these assignments and shall be converted to a rotational position upon vacancy.~~

Police officers shall continue to receive five (5%) percent differential for the duration of their three (3) year rotation, unless they are reassigned to the Patrol Division due to staffing levels for a period of thirty (30) days or longer. Time when the police officer is not receiving the five (5%) percent differential will not count as part of their three (3) year rotation.

13.5 OFFICER-IN-CHARGE (OIC) - The City approves of two full-time permanent officer-in-charge (OIC) positions with a five percent (5%) specialty pay differential from the officer's current pay step at the time of appointment.

Officer-in-charge appointments will be made at the discretion of the Chief of Police after all interested members are identified. Selection shall occur after an oral interview with the Chief. After appointment to OIC, the member must complete the POST Supervisory Course within ~~six (6) months~~ **within 12-months or, at the discretion of the Chief of Police, the next available training class.** Removal of an officer-in-charge shall be at the sole discretion of the Chief of Police. Such action shall not be considered disciplinary and shall not give rise to

appeal under the Memorandum of Understanding, City Ordinances, the Peace Officer's Procedural Bill of Rights Act, or any applicable state or federal law.

- 13.6 FIELD TRAINING OFFICER (FTO)** - Any officer who is a qualified Field Training Officer (FTO), having completed the P.O.S.T. certified training for said position, and who fulfills such assignment; shall receive a five percent (5%) differential for all hours worked in that capacity.
- 13.7 BI-LINGUAL PAY** - Employees proficient to a working level in a non-English language that is commonly encountered in the area shall receive \$200 per month. Languages currently eligible for bi-lingual pay are: Spanish, Hmong, Mien and Vietnamese, or any other languages as approved by the City Administrator.
- 13.8 SHIFT DIFFERENTIAL PAY** - Employees working swing shift (between the hours of 1600 and 0200) shall receive an additional \$.58 per hour to their base pay for shift differential. Employees working the graveyard shift (between the hours of 2000 and 0600) shall receive an additional \$1.16 per hour to their base pay for shift differential pay.
- 13.9 SHIFT SCHEDULE AND ROTATION** - ~~At the discretion of the Chief and the Association a 4/10 schedule, or combination thereof, shall be implemented to meet the needs of the department and City.~~ **At the discretion of the Chief and with two weeks notice to the police officers, a 4/10 or 3/12 schedule may be implemented to meet the needs of the department and City.**
- 13.10 OVERTIME** - Employees required to work in excess of forty (40) hours per week shall receive one and one half (1 ½) times their appropriate rate of pay for all hours in excess of forty (40) hours. In computing the hours worked in any week, time off duty for holidays, vacations, and compensatory time off shall be calculated as time worked. Earned overtime shall be paid in the regular bi-weekly payroll, provided however, that the employee may elect to have the monetary value of the overtime assigned to an individual account of compensatory time off from duty.
- 13.11 COMPENSATION TIME OFF (CTO)** ~~Employees may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.~~
- ~~a. No more than 480 hours of CTO may be carried on the books at any time.~~
 - ~~b. An employee's decision to elect CTO instead of overtime pay is irrevocable.~~
 - ~~c. Upon separation, the employee will be paid at the employee's current hourly rate for the remaining CTO balance.~~

- ~~d. CTO may be cashed out at any time.~~
- ~~e. Employees have the option of receiving CTO cash out on a separate check.~~
- ~~f. CTO requests made fourteen (14) days in advance shall be honored, except in the case of a police emergency as determined by the Chief of Police.~~

Members may accrue compensatory time in lieu of overtime pay. The accrual rate for CTO shall be one and one-half hours for each hour of overtime worked.

- a. No more than 240 hours of CTO may be carried on the books at any time.
- b. A member's decision to elect CTO instead of overtime pay is irrevocable.
- c. Upon separation, the member will be paid at the member's current hourly rate for the remaining CTO balance.
- d. CTO may be cashed out in March and December. In the case of an emergency, CTO may be cashed out at the discretion of the Chief of Police.
- e. Members have the option of receiving CTO cash out on a separate check.
- f. Requests made 21 days in advance shall be honored, unless, at the Chief of Police's discretion, staffing levels are such that honoring the request would pose an undue hardship on the department.

13.12 The department shall not change an employee's regularly assigned shift solely for the reason of avoiding payment of overtime. In the event that less than ~~72~~⁴⁸ consecutive hours advance notice is given by the department to the subject unit employee of such change, the first shift shall be compensated at the rate of time and one-half, as a one-time shift-change stipend. This section shall not apply to a voluntary shift trade between unit employees.

13.13 POST INCENTIVE PAY - All employees shall be eligible for POST incentive pay as follows:

- P.O.S.T. Intermediate Certificate \$75.00/Mo.
- P.O.S.T. Advance Certificate \$150.00/Mo.

No employee may receive compensation for more than one certificate.

13.14 EDUCATIONAL INCENTIVE PAY - All employees shall be eligible for education incentive pay as follows:

- B.A. or B.S. degree \$250.00/Mo.
- A.A. or A.S. degree or 60 units \$125.00/Mo.

The employee must have taken undergraduate course work provided by a community college, college, or university or other educational institution, which is recognized and published by the U.S. Secretary of Education, in pursuit of an AA, AS, BA, BS or undergraduate certification.

13.15 P.E.R.S. CONTRIBUTIONS

Retirement Enhancement:

~~Study PERS, PARS and Longevity steps for implementation 1 July, 2011 equal to PERS 3%@50 for sworn.~~

~~The City shall contribute to PERS, each pay period, a portion of the employee contribution rate equal to 9% on all "PERS"able benefits.~~

~~The City agrees to maintain the 4th Level 1959 Survivor Benefit, for all members.~~

OPOA Sworn members shall begin paying the following portions of their P.E.R.S. Member Contribution:

- a. On January 1, 2014, members will pay 4% of the 9% P.E.R.S. Contribution.
- b. On July 1, 2014, members will pay an additional 2.5% (6.5% of the 9%)
- c. On July 1, 2015 members will pay an additional 2.5% (Paying full 9%)

Payments shall be made pre-tax.

All OPOA Sworn members employed with the City prior to January 1, 2013 shall maintain their current CalPERS formula and retirement benefit calculations.

Effective January 1, 2013 and upon hire, all new OPOA Sworn members shall receive the 2.7%@57 formula and shall pay 50% of the normal benefit formula and contribution rate.

The City agrees to maintain the 4th Level 1959 Survivor Benefit for all members.

Effective January 1, 2013 or after, new OPOA Sworn members will have their retirement benefit calculations based off their three (3) highest years.

13.16 DEFERRED COMPENSATION - The City shall offer regular full-time employees the opportunity to participate in a Section 457 Deferred Compensation Plan.

13.17 Each subsection of this article shall be cumulative and not compounded.

13.18 PUBLIC EMPLOYEE PENSION REFORM ACT - It is the intent of the Parties that the terms set forth herein be consistent with the provisions of the Public Employee Pension Reform Act ("PEPRA") effective January 1, 2013, as it may be amended from time to time. In the event that the provisions of PEPRA are inconsistent with the provisions of this Agreement, the provisions set forth in

PEPRA shall prevail.

ARTICLE 14 - HEALTH BENEFITS

- 14.1** The City agrees to continue to provide insurance benefits for employees and their dependents who are otherwise qualified and who desire coverage of Health, Dental, Life, Vision, and Long-term Disability Insurance. ~~The City agrees to contribute \$754 per month for health and dental insurance premiums.~~

Employees who elect to receive benefits for EE+1 or EE+family will receive an additional \$75 towards their health insurance contributions

- 14.2 HEALTH INSURANCE REVIEW COMMITTEE** - The purpose of the Committee is on-going review of health, dental, vision plans, and the making of recommendations to the City Council, City Administrator and the respective member group regarding benefit level, services, cost, and alternative plans. Committee members shall establish guidelines for conducting meetings and their frequency. Employees shall not be charged vacation or other leave time if such meetings are held during the member's normal work hours, nor shall such members receive overtime or call back pay for service on the Committee. Up to two members from each Association may attend the meetings. The Committee shall have access to information as necessary to carry out its purpose.
- .14.3 APPROVAL OF FUTURE PLAN CHANGES** – Both the City and the OPOA will have the opportunity to present proposals on insurance plans and rates. Notwithstanding any provision of this subsection to the contrary, the City employee groups agree that future changes in the health and dental insurance plan benefits or structure shall be approved by a majority of the employees of the City who are covered by the plan who vote on such changes.

The Health Insurance Review Committee established in Section 14.2 shall review and recommend to the Oroville City Council those proposed changes in the plan benefits and structure to be voted upon by the employees. The proposed changes reviewed by the Committee may be initiated by the Committee, or by the City, by and through the City Administrator. After review and acceptance of Committee recommendations by the City Council, the City Clerk shall, within fifteen (15) calendar days, conduct a secret ballot election of covered employees. The City Clerk shall then report the results of the election to the Committee and the City Council. Notwithstanding the provisions hereof, should the Committee decline to recommend a City proposal for submittal to a vote of the covered employees, the City bargaining units agree to meet and confer with the City, upon the City's request, concerning any such proposal. If, after a reasonable period of negotiations, including implementation of established impasse procedures, an agreement has not been reached on the City's proposal, the City may submit the proposal to a vote of all covered employees, in which case the

results of the election shall be final.

If the City agrees to enter into the CalPERS Health Plan and later decides to exit the CalPERS Health Plan, OPOA members may stay with CalPERS Health Plan as long as the City's new rate plan is not effected by more than five (5%) percent because of the reduced membership in the new insurance plan.

- 14.4 RETIREE MEDICAL** - The City agrees that a retired employee (or spouse of a deceased retired employee), at their own expense, may purchase health insurance benefits at the current premium rates offered by the City for regular employees.
- 14.5 INTERNAL REVENUE CODE SECTION 125 COLLABORATION**
The City and the OPOA agree to collaborate in the planning and implementation of a program qualified under Section 125 of the Internal Revenue Code.
- 14.6 RETIREE MEDICAL SICK LEAVE CONVERSION** - An employee who regularly retires from City service may convert up to 100% of their accumulated sick leave to purchase medical insurance, based upon such leave dollar value at the time of retirement.
- 14.7 PERS SICK LEAVE CONVERSION** – The City agrees to allow Sick Leave Conversion for PERS Retirement Credit.
- 14.8 MEDICAL APPOINTMENTS** - An employee shall not be required to use any Sick Leave for medical, dental or vision appointments but may use accumulated Vacation time or compensating time off in lieu thereof.

ARTICLE 15- ASSIGNED VEHICLES

- 15.1** The City shall assign each employee covered by this agreement a City owned vehicle, as referenced in the Oroville Police Department Vehicle Use Policy #706.
- 15.2** Employees shall be allowed to take their assigned vehicle home provided they meet the following criteria:
 - (a) The officer lives within a 45 minute radius of the Oroville city limits.
 - (b) Off-street parking shall be available at the officer's residence.
 - (c) Vehicles shall be locked when not attended.
 - (d) Shotguns/long guns shall remain locked in the vehicle secured in their respective lock devices, placed in the trunk, or properly secured in the residence when the vehicle is not attended.
 - (e) Employees as of December 31, 2013, who reside outside of the "sphere of influence," cannot take home their Assigned Vehicle and will be provided stipends of \$200 per month to offset the cost of the use of their personal

vehicles to travel to and from their residences. As of January 1, 2014, any new employees, or current employees who move their residence outside of the "sphere of influence," will not be eligible for the stipend.

- (f) The Chief of Police, at his/her discretion, may allow or require members who live outside of the "sphere of influence" to take home Assigned Vehicles based on the nature of their assignments. Employees who are assigned Assigned Vehicles do not have the option of refusing the vehicle and maintaining the stipend. If and when the specialty assignment ends, employees who live outside of the "sphere of influence" will resume their stipend, as long as they have not move inside of the "sphere of influence."

ARTICLE 16- SAFETY EQUIPMENT

16.1 SAFETY EQUIPMENT - The following items will be purchased by the City and will remain the property of the same:

1. One Triple retention duty weapon Holster and duty weapon
2. One Sam Brown duty belt
3. One double stack magazine holder
4. Two ammunition magazines
5. One key holder
6. One pepper spray pouch
7. One canister of pepper spray
8. One baton retention ring
9. One PR-24 baton
10. One radio holder
11. One Police Radio
12. One Taser and Taser holder
13. Two sets of handcuffs and handcuff case
14. One Flashlight and flash light holder
15. Five keepers
16. One reflective vest
17. One bullet resistant vest
18. One set of rain gear (coat and pants)
19. One shot gun
20. One riffle
21. One digital recorder
22. One digital camera
23. One finger print kit

The City will provide the normal equipment maintenance. Upon termination of employment, the items above will be returned to the City.

- 16.2** Special equipment, upon availability, will be issued to the individual employee who shall be both accountable for the equipment and responsible for the care of the equipment. The City will provide the normal equipment maintenance.

ARTICLE 17 - VACATION POLICY

17.1 Every employee who, on the most recent anniversary date of employment shall be entitled to vacation as follows:

- 1 to 4 years 80 hours
- 5 to 11 years 120 hours
- 8 hours for each additional year to a maximum of 160 hours.

17.2 VACATION CARRYOVER - The employee shall cease to earn vacation benefits that exceed two (2) times the employee's annual earned vacation. Included in the calculation of the accrual ceiling are the vacation days earned as sick leave incentive, as herein provided.

An employee who has properly attempted to schedule vacation to avoid forfeiture that may be imposed due to the accrual ceiling may petition the Chief of Police and City Administrator to carry over vacation in excess of the ceiling, but in no case shall the excess be subject to pay-off. The Chief of Police has the prerogative to assign the employee time off to avoid excess accrual. No unit employee will lose vacation accrual rights if their vacation is canceled or is denied and, at the time said vacation was requested, an appropriate "vacation slot" was available and was applied for in a timely and proper manner. The employee's payroll check from the City shall serve as notification of the employee vacation accrual.

17.3 An employee who is on leave of absence without pay for a period exceeding thirty (30) consecutive days shall fail to qualify for full vacation benefits but shall be entitled to prorated vacation benefits. An employee whose employment is terminated prior to the completion of the anniversary year shall be entitled to prorated vacation.

Vacation shall be prorated by dividing the straight time hours actually worked by 173.3, and then multiplying that factor by 1/12, the vacation the employee would have earned had the anniversary year been fully worked.

17.4 Vacation policy sign-up will be conducted in accordance with overall seniority with the Police Department. Sign-ups will be for five-day increments with employees being allowed to sign-up for as many increments as they choose prior to passing the list. Once a list is passed on, it shall circulate in accordance with seniority without any alteration of rotation or any right for senior employees to "bump" less senior employee's choices of vacation.

Section

ARTICLE 18 - HOLIDAYS

18.1 The following holidays shall be observed by the City:

- (1) New Year's Day, January 1
- (2) Martin Luther King Day, 3rd Monday in January
- (3) Lincoln's Birthday, February 12
- (4) President's Day, 3rd Monday in February
- (5) Memorial Day, last Monday in May
- (6) Independence Day, July 4
- (7) Labor Day, the 1st Monday in September
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, 4th Thursday in November
- (10) The day after Thanksgiving
- (11) Christmas Eve Day, December 24
- (12) Christmas Day, December 25
- (13) Floating Holiday, Refer to Article 17.5

18.2 Employees shall be compensated for each holiday on a shift basis (10 hours for a 10-hour shift; eight (8) hours for an 8-hour shift) of straight time compensation.

18.3 In the event the employee is required to work on any of the specified holidays set forth above, the compensation shall be one and one half times the straight time rate of pay irrespective of when holidays may be observed by the employee.

18.4 The employee may choose to bank holiday hours in a "Holiday Pay" bank. All holiday hours will be cashed out by the first paycheck in December of each year as prescribed by the Public Employee Retirement System, with the option of having a separate check or include it in payroll.

18.5 The City agrees to provide the employees one floating holiday that must be used by the end of the calendar year. If the requested time off would require that another person be called back, held over, or the vacancy filled through overtime, the leave will not be granted. The Chief of Police and the City Administrator may grant an extension.

ARTICLE 19- SICK LEAVE

19.1 Sick leave is a privilege, which can be allowed only in case of actual sickness or injury of such employee or of an employee of the immediate family, which compels an employee to be absent from work. To qualify for sick leave, an employee must notify their supervisor prior to the time set for beginning daily duties, in accordance with such procedures established by the City.

19.2 An employee may be allowed a leave of absence from duty without loss of salary on account of sickness or injury. Sick leave with pay is cumulative at the rate of

eight (8) hours for each month of service beginning the first calendar month following regular probationary employment.

- 19.3** An employee returning to duty after an absence of more than three (3) consecutive days without loss of salary resulting from sickness or injury shall provide the immediate supervisor for filing in the employee's personnel file, a doctor's certificate or personal affidavit verifying the employee was ill or injured.
- 19.4** Sick leave shall not be granted to any employee who is absent from duty due to illness or injury incurred while working for other than the City of Oroville.
- 19.5** Sick leave shall not be earned during a leave of absence without pay in excess of thirty (30) days.
- 19.6** Employees shall accumulate unused sick leave without limitation.
- 19.7** ~~The City shall grant one extra day of vacation with pay for each six (6) consecutive month period in which an employee in the unit works without absence other than vacation or holiday and compensatory time off. The extra vacation day shall be added to the employee's vacation credit during the first month following the completion of the six (6) month period.~~ **The City shall grant one (1) extra day of vacation with pay for each six (6) consecutive month period, (January-June, July-December) on a calendar year basis in which a member in the unit works without absence other than holiday, vacation, or compensatory time off. The extra vacation day shall be added to the eligible member's balance during the first month following the six-month period in which eligibility was established.**

ARTICLE 20 - BEREAVEMENT LEAVE

- 20.1 BEREAVEMENT LEAVE** - Employees who have completed six (6) months of service are entitled to receive up to five (5) days bereavement leave per occurrence, which shall not be charged to the member's sick leave when compelled to be absent from duty by reason of death, or where death appears imminent, of immediate family. An employee desiring such leave shall notify, in writing, the Chief of Police of the time of absence expected and the date of return to City service.

For the purpose of this article, an immediate family member is defined as spouse, domestic partner, natural, step or legal child, or parent, brother, sister, grandparent, grandchild, brother-in-law, sister-in-law, mother-in-law, or father-in-law.

ARTICLE 21 - MATERNITY LEAVE

- 21.1 MATERNITY LEAVE** - Such leave shall be in accordance with applicable State and/or Federal law pursuant to California Government Code 19991.6.

ARTICLE 22 - MILITARY LEAVE

- 22.1 MILITARY LEAVE** - Military leave shall be granted in accordance with the provisions of State law. All employees entitled to military leave shall give the City Administrator as much notice as possible prior to taking leave.

ARTICLE 23 - APPROVED LEAVE OF ABSENCE WITHOUT PAY

- 23.1 UNPAID LEAVE** - Regular or probationary employees may request, in writing, leave without pay. Response to such request shall be in writing. The Chief of Police may grant a leave of absence without pay for a period not to exceed three (3) months. The leave of absence may be extended up to twelve (12) months by the City Administrator. Leaves of absence longer than twelve (12) months shall require approval by the City Council. Upon expiration of a regularly approved leave or within a reasonable period after notice of return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee, on leave, to report promptly at its expiration shall be deemed to be a resignation and be so notified.

If the approved leave of absence is more than thirty (30) days, the employee:

- A. Shall not accrue seniority.
- B. Shall not receive contributions towards any benefits.
- C. May continue medical benefits and/or life and long-term disability plans; said employee shall be responsible for 100% of the premium costs.

ARTICLE 24 - JURY DUTY

- 24.1 JURY DUTY** - Every employee who is called or required to serve, as a juror, upon notification and appropriate verification submitted to their supervisor, shall be entitled to be absent from their duties with the City during the period of such service or while necessarily being present in court as a result of such call. No deduction shall be made from the salary of an employee while being interviewed for or while serving on a jury.

ARTICLE 25 - BULLETIN BOARD

- 25.1 BULLETIN BOARD** - A bulletin board shall be provided to the OPOA for use of association business. This does not include an electronic bulletin board.

ARTICLE 26 - PAYROLL DEDUCTIONS

- 26.1 PAYROLL DEDUCTIONS** - The City shall deduct an authorized amount from each employee's paycheck to be remitted monthly to OPOA. The OPOA shall indemnify and hold the City harmless against any and all claims against the City as a result of implementation of this article.

ARTICLE 27 - RANDOM DRUG AND ALCOHOL TESTING

- 27.1 RANDOM TESTING** - OPOA members agree to the City of Oroville's Substance Abuse Policy Statement, administered by DATCO, as outlined in the City of Oroville's Policy and Procedures, for the term of this Memorandum only. Notwithstanding anything to the contrary in the City of Oroville's Substance Abuse Policy Statement, the City may not make any changes in the Policy or its application relative to members of the OPOA without written mutual agreement of the parties.

ARTICLE 28 - LIGHT DUTY

- 28.1 LIGHT DUTY** - ~~Employees unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and employee have determined as an acceptable assignment, and shall not impede the employee's recovery. The employee shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled employee. The City may require the approval of a physician prior to making an assignment under the provision. Employee will be assigned to a 40-hour workweek during the Light Duty assignment.~~

Members unable to perform their regularly assigned duties as a result of illness or injury (on or off the job) may be required to perform duties the City and the member's physician have determined as an acceptable assignment, and shall not impede the member's recovery. The member shall receive the rate of pay in effect prior to the illness or injury, but that rate of pay shall be reduced by the amount of monies received from any other source to which the City contributes. Assignments under this provision may be full time or part time and shall be based on the Department needs fitting the capability of the disabled member. Member will be assigned to a 40-hour workweek during the Light Duty assignment.

ARTICLE 29 - LAYOFF PROCEDURE

- 29.1 LAYOFF PROCEDURE** - If the City finds it necessary to impose layoffs then the

order of those layoffs shall be determined by Classification Seniority as defined in Section 5.2.

29.2 BUMPING RIGHTS - An employee who is laid off from a higher class may assume a previously held position based on Overall Seniority as defined in Section 5.1.

29.3 ORDER OF LAYOFFS - Prior to laying off a full time employee all part-time or extra help employees shall be laid off.

ARTICLE 30 - DISCIPLINE PROCEDURE

30.1 City Policy, Public Safety Officer Procedural Bill of Rights and Department Policies: It is the policy of the Department that discipline of Departmental employees be imposed on an appropriate and consistent basis. When an employee engages in misconduct in the judgment of the Department Head, disciplinary action will be initiated.

When job performance is unsatisfactory in the judgment of the Department Head, disciplinary action may be initiated.

Department Head in the case of the Oroville Police Department shall be the Chief of Police.

30.2 Definition: As used herein, "disciplinary action" means written reprimand, suspension without pay, reduction in pay, demotion, or dismissal.

30.3 Persons Authorized to Initiate Disciplinary Action: Discipline may be initiated by those authorized in the City Personnel Rules

30.4 Cause for Disciplinary Action: Discipline shall be for cause. Examples of conduct or performance deficiencies that may warrant discipline include, but are not limited to (more examples may be found in the City Personnel Rules and Departmental Policies):

- A. Misstatement of facts during the hiring process;
- B. Falsification of any entry on a City document (e.g., time card, expense report)
- C. Disclosure of confidential information;
- D. Insubordination or willful disobedience;
- E. Incompetence, inefficiency, or unsatisfactory job performance;
- F. Discriminatory, discourteous or unbecoming behavior;
- G. Theft, misuse, or unauthorized use or possession of City property;
- H. Dishonesty;
- I. Misconduct, i.e., any behavior that brings harm or discredit to the City;
- J. Being under the influence of illegal drugs or alcohol or possessing illegal drugs while on City property or on official business;

- K. Conviction of a felony or misdemeanor that involves moral turpitude, or any other conviction or pleas of nolo contendere (no contest) or diversion for such offense, which adversely affects or brings discredit to the City;
- L. Excessive absence or tardiness;
- M. Absence without approved leave;
- N. Violation of a City rule, policy, or procedure; i.e. Violence in the workplace policy, Unlawful harassment, etc.
- O. Soliciting outside work for personal gain during the conduct of City business; engaging in outside employment for any business under contract by the City; participating in any outside employment that adversely affects the employee's City work performance; and engaging in unauthorized outside employment
- P. Loss or failure to maintain any license, certification, and/or clearance which is required as a minimum qualification or condition of employment for the employee's position.

30.5 PRELIMINARY NOTICE OF DISCIPLINARY ACTION:

- A. A copy of the preliminary notice of disciplinary action shall be served upon the employee either personally or by first class mail and certified mail, return receipt requested, to the last known address of the employee. The last known address shall be deemed to be the last address that is within the employee's official personnel file. If notice is provided by mail, the employee shall be deemed to have received notice ten (10) workdays after the date of the mailing.
- B. The Preliminary Notice shall include:
 - a. A statement of the nature of the disciplinary action;
 - b. The effective date of the disciplinary action;
 - c. A statement of the reasons for the disciplinary action citing the item(s) under Article Twenty-Nine, or the Personnel Rules which have been violated;
 - d. Any supporting material;
 - e. A statement advising the employee of the right to appeal the action, the manner and time of which the appeal must be made, and the required content of the appeal; and,
 - f. The name and address of the person to whom all written communication regarding this appeal shall be sent.

30.6 SKELLY MEETING:

- A. An employee who is subject to disciplinary action shall have the right, within five (5) work days after receiving a Proposed Notice of Disciplinary Action to request a Skelly Meeting by filing a written request for a meeting signed by the employee or the employee's representative with the employee's consent with the City Personnel Director.

- B. Failure to respond or inaction within the specified time will result in the waiver of the right to a Skelly meeting and the proposed discipline becoming final.
- C. Upon a written request for a Skelly meeting, the City shall appoint a "Skelly Officer." The Skelly Officer will meet with the employee, listen to the arguments, and receive documents presented by the employee. Within a reasonable time, and in writing, the Skelly Officer shall respond to the employee and the employee's representative, if applicable. The Skelly Officer may dismiss, modify, or sustain the proposed discipline.
- D. If the proposed discipline is sustained or modified by the Skelly Officer, the disciplinary action shall be implemented. A final Notice of Disciplinary Action shall be served in the same manner as the Preliminary Notice of Disciplinary Action.

30.7 APPLICATION OF APPEAL PROCEDURE:

- A. Permanent Status: This article shall only apply to employees with permanent status with the City.
- B. Probationary Status: An employee in probationary status shall have no right to grieve or arbitrate release from probationary appointment.
- C. Temporary Employee: An employee in a temporary position shall have no right to grieve or arbitrate release from temporary appointment.
- D. Temporary Upgrade (Additional Assignments): An employee in a temporary upgrade status shall have no right to grieve or arbitrate release from temporary upgrade status.
- E. A written reprimand shall be appealable only to the City Administrator or his/her designee with the right to present the employee's position and supporting evidence, but no right to confront or cross-examine witnesses. The decision of the City Administrator or designee shall be final.
- F. Upon the request of an employee with the discretion of the Department Head, Chief of Police, or Fire Chief, a written reprimand, a counseling memorandum or letter of instruction may be removed from an employee's personnel file one year from date of issue in compliance with Public Safety Officers Procedural Bill of Rights codified in the California Government Code _3300-3311 and applicable City Ordinances and Departmental Policies..

30.8 APPEAL OF DISCIPLINARY ACTION:

- A. Within ten (10) work days after receipt of the Final Notice of Disciplinary Action, disciplinary actions may be appealed to arbitration. Notice of the appeal must be filed with the City Personnel Office. If the employee fails to file a notice of appeal within this time period, the disciplinary action shall become final and there shall be no further appeal.
- B. Appeals of disciplinary actions to arbitration shall be pursuant to Article Thirty (Grievance Procedure) of this Memorandum of Understanding.

- a. An appeal of a disciplinary action is a complaint of a permanent employee to determine whether or not there was cause for the disciplinary action, equitable discipline for the offense committed, bias and or investigatory issues arising during the investigation of the complaint.
 - b. The parties to the discipline hearing and to the selection of the arbitrator shall be the employee, who may be represented by The Bargaining Unit, self-represented, or independent counsel, and the City, which may be represented by the Personnel Department or counsel.
 - c. The fees and expenses of the arbitrator, a court reporter, and a transcript if required by the arbitrator, shall be shared equally by both parties. Arbitration is the exercise of due process regarding an employee's property interest in his or her profession.
- C. The decision of the arbitrator shall be final and binding on the parties. No appeal or review of the arbitrator's decision by Writ or other mechanism before any court, administrative tribunal, or any other forum on any legal theory or basis shall be possible.

ARTICLE 31 - GRIEVANCE AND ARBITRATION PROCEDURE

- 31.1 PURPOSE** - This grievance and arbitration procedure shall be used to process and resolve grievances arising under this Agreement.
- To resolve grievances informally at the lowest possible level.
 - To provide an orderly procedure for reviewing and resolving grievances promptly.
- 31.2 DEFINITIONS** -
- 31.2.1** A grievance is a complaint of one (1) or a group of employees, or a dispute between the City and the Association, involving the interpretation, application, or enforcement of the express terms of the Agreement.
- 31.2.2** As used in this procedure, the term "immediate supervisor" means the individual who assigns reviews and directs the work of an employee.
- 31.2.3** As used in this procedure the term "party" means an employee, the Association or the City.
- 31.2.4** As used herein, representative or the Association representative, if an employee of the City, refers to an employee covered by the OPOA.
- 31.2.5** As used herein, workday shall represent any day that City Hall is open for business.
- 31.3 TIME LIMITS** - Each party involved in a grievance shall act quickly so that the grievance may be resolved promptly. Every effort should be made to complete

action within the time limits contained in the grievance procedure, but with the written consent of all parties, the time limitation for any step may be extended.

31.4 PRESENTATION - An employee or the Association representative, who is a full-time employee, or both, may present a grievance while on duty. The City agrees not to exclude employees from grievance hearings for the purposes of suppressing evidence or exclusive testimony.

31.5 EMPLOYEE RIGHTS - The employee retains all rights conferred by Section 3300, et seq., of the Government Code. Grievances pertaining to an individual employee must be signed by the employee personally on all appeals.

31.6 APPLICATION - Grievances shall be brought through this Article.

31.7 INFORMAL DISCUSSION - The grievance initially shall be discussed with the immediate supervisor. The employee may be represented by the President of the Association. Within five (5) workdays, the immediate supervisor shall give a decision or response.

31.8 FORMAL GRIEVANCE – STEP 1 -

31.8.1 If an informal grievance is not resolved to the satisfaction of the grievant, or if there is reason to bypass the informal step, a formal grievance may be initiated. A formal grievance may be initiated no later than:

31.8.1.1 Ten (10) workdays after the event or circumstances occasioning the grievance; or

31.8.1.2 Ten (10) workdays of the decision rendered in the informal grievance procedure.

31.8.2 A formal grievance shall be initiated in writing and shall be filed with the persons designated by the Department Head as the first level of appeal. The grievant may be represented by the Association representative.

31.8.3 Within ten (10) workdays after the initiation of the formal grievance, the designee of the Department Head at the first level of appeal shall investigate the grievance, and give a decision in writing to the grievant.

31.9 FORMAL GRIEVANCE – STEP 2

31.9.1 If the grievant is not satisfied with the decision rendered pursuant to Step 1, the grievant may appeal the decision within ten (10) workdays to the Chief of Police or designee. The grievant may be represented by the Association or designee. If the Chief of Police or designee is the first level of appeal, the grievant may bypass Step 2.

31.9.2 Within ten (10) workdays after the initiation of the Step 2, the Chief of Police or designee at the first level of appeal shall investigate the grievance and give a decision in writing to the grievant.

31.10 FORMAL GRIEVANCE – STEP 3

- 31.10.1** If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may appeal the decision within ten (10) workdays to the City Administrator. The Association or designee may represent the grievant.
- 31.10.2** The City Administrator or designee shall schedule a mutually agreeable time to hear the grievance, which shall be within ten (10) workdays of the receipt of the grievance. The City Administrator or designated representative shall respond in writing to the grievance within ten (10) workdays following the grievance hearing.
- 31.11 ARBITRATION – STEP 4** - If the City Administrator or designee fails to respond in writing as provided in Step 3, or if the response is not satisfactory to the grievant, the Association shall have the right to refer the matter to binding arbitration. Such referral shall be made by written demand submitted to the City Administrator within ten (10) workdays of receipt of the Step 3 decision.
- 31.12 RESPONSE** - If the City fails to respond to a grievance within the time limits specified for that step, the grievant shall have the right to appeal to the next step.
- 31.13 COPY OF DECISION** - At each step of the formal grievance procedure, a copy of the decision shall be sent to the Association at the same time as the decision is sent to the grievant.
- 31.14 ASSIGNMENT OF AN ARBITRATOR** - An arbitrator shall be selected jointly by the parties within ten (10) workdays of receipt of the written demand. In the event the parties are unable to agree on an arbitrator within the time stated, the parties shall solicit from the State of California Mediation/Conciliation Service a list of seven (7) arbitrators. The parties shall alternately strike one name from this list and the remaining name shall be the selected arbitrator.
- 31.15 DECISION** - The decision of the arbitrator shall be final and binding. The arbitrator shall have no authority to add to, delete, or alter any provisions of this Agreement. Nor shall the arbitrator substitute discretion in any case where the City is given or retains such discretion except as specifically provided in this Agreement. The arbitrator shall limit decision to the application and interpretation of the provisions of this Agreement.
- 31.16 COSTS** - The fees and expenses of the arbitrator and the court reporter, if required by the arbitrator or requested by a party, shall be shared equally by the parties. The parties shall bear their own witness fees; however, OPOA shall not be charged any witness fees for City employees.
- 31.17 WITNESSES** - The City agrees that employees shall not suffer loss of compensation for time spent as a witness at an arbitration hearing held pursuant to the Agreement. The Association agrees that the number of witnesses requested to attend and their scheduling shall be reasonable.

ARTICLE 32 - POLICE OFFICER CODE OF ETHICS

- 32.1** OPOA members shall abide by the Police Officer Code of Ethics attached hereto as Exhibit "B."

ARTICLE 33 - PEACEFUL PERFORMANCE

- 33.1** The City and the OPOA recognize and acknowledge that the services performed by the employees covered by this Memorandum are essential to the public health, safety, and general welfare of the residents of this jurisdiction. The OPOA agrees that under no circumstances during the term of this agreement will the OPOA recommend, encourage, cause or permit its employees to initiate, recognize, participate in, nor will any employee of the bargaining unit take part in any strike, sit-down, stay-in, sick-out, slow-down, or picketing related to labor relations matters (hereinafter collectively referred to as work stoppage), in any office or department of this jurisdiction nor to curtail any work or restrict any production, or interfere with any operation of the City. In the event of any such work stoppage by any employee of the bargaining unit, the City shall not be required to negotiate on the merits of any dispute, which may have given rise to such work stoppage until said stoppage has ceased.

ARTICLE 34 - SAVINGS CLAUSE

- 34.1** Should any portion of this Memorandum or any provision herein contained be rendered or declared invalid be reason of existing or subsequently enacted legislation or by decree of a competent jurisdiction, such invalidation of such portion of this Memorandum shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE 35 - ZIPPER CLAUSE

- 35.1** This Memorandum constitutes the whole agreement between the City of Oroville and the OPOA. There exists no other agreements or inducements written or oral, other than those expressly provided herein.

Except for emergencies as provided for under California Code Section 3504.5 et seq, the parties mutually agree that during the term of this Memorandum, they will not seek to negotiate or bargain with wages, hours, and terms and conditions of employment whether or not covered by this Memorandum or in negotiations leading thereto and irrespective of whether or not such matters were discussed or were even within the contemplation of the City and the OPOA hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this section, the City and the OPOA may, by mutual agreement, in

writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE 36 - TERM

- 36.1** ~~This Memorandum of Understanding shall be effective January 1, 2011, and shall remain in effect through June 30, 2013 and shall continue thereafter unless either party requests in writing to begin negotiations for a successor Memorandum of Understanding.~~ This Memorandum of Understanding shall be effective July 1, 2013 and shall remain in effect through June 30, 2016, and shall continue thereafter unless either party gives written notice requesting negotiation of a new Memorandum of Understanding.

The MOU is subject to being reopened if the PERS Employer's Cost rise above 29%. If the MOU is reopened, parties will agree on a neutral third party to do a financial analysis regarding the City's finances. The City will pay the first \$10,000 of costs for the analysis, and the remainder will be shared by the City and Employees.

ARTICLE 37 - TOTAL COMPENSATION SURVEY

- 37.1** If by January 1, 2016, the City's general Fund revenue have increases by 10% or more, the City will undertake a total compensation survey, looking at comparable jurisdictions, and, if the City finds that employee compensation is over 5% lower than the comparable jurisdictions, the City will create a corrective plan to correct the discrepancy.

This memorandum recommended to the City Council of the City of Oroville on January 14, 2013.

**OROVILLE POLICE OFFICER'S
ASSOCIATION**

CITY OF OROVILLE

David Bryning, OPOA President

Randy Murphy, City Administrator

Dennis Wallach, Mastagni Law

Approved as to form:

Scott E. Huber, City Attorney

Executed by:

Linda Dahlmeier, Mayor

EXHIBIT "A" SALARY SCHEDULE

EXHIBIT "B" POLICE OFFICER'S CODE OF ETHICS

EXHIBIT "C" OPD VEHICLE USE POLICY (706)

CITY OF OROVILLE
Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 07/01/14

EXHIBIT "A"

SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Sergeant	\$65,590.44	\$68,869.96	\$72,313.46	\$75,929.13	\$79,725.59	\$83,711.87	\$87,897.46	Annual		
	\$5,465.87	\$5,739.16	\$6,026.12	\$6,327.43	\$6,643.80	\$6,975.99	\$7,324.79	Monthly		
258	\$31.53	\$33.11	\$34.77	\$36.50	\$38.33	\$40.25	\$42.26	Hourly		
Rotational Detective	\$57,672.01	\$60,555.61	\$63,583.39	\$66,762.56	\$70,100.69	\$73,605.72	\$77,286.01	Annual		
	\$4,806.00	\$5,046.30	\$5,298.62	\$5,563.55	\$5,841.72	\$6,133.81	\$6,440.50	Monthly		
256	\$27.73	\$29.11	\$30.57	\$32.10	\$33.70	\$35.39	\$37.16	Hourly		
Police Officer	\$52,429.10	\$55,050.56	\$57,803.08	\$60,693.24	\$63,727.90	\$66,914.29	\$70,260.01	Annual		
	\$4,369.09	\$4,587.55	\$4,816.92	\$5,057.77	\$5,310.66	\$5,576.19	\$5,855.00	Monthly		
252	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$32.17	\$33.78	Hourly		
NON-SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J
Police Dispatch Supervisor	\$45,872.82	\$48,166.46	\$50,574.78	\$53,103.52	\$55,758.70	\$58,546.63	\$61,473.97	Annual		
	\$3,822.74	\$4,013.87	\$4,214.57	\$4,425.29	\$4,646.56	\$4,878.89	\$5,122.83	Monthly		
446	\$22.05	\$23.16	\$24.31	\$25.53	\$26.81	\$28.15	\$29.55	Hourly		
Crime Analyst / IT Officer	\$38,016.22	\$39,917.03	\$41,912.88	\$44,008.53	\$46,208.95	\$48,519.40	\$50,945.37	Annual		
	\$3,168.02	\$3,326.42	\$3,492.74	\$3,667.38	\$3,850.75	\$4,043.28	\$4,245.45	Monthly		
445	\$18.28	\$19.19	\$20.15	\$21.16	\$22.22	\$23.33	\$24.49	Hourly		
Police Admin. Assistant	\$38,272.47	\$40,186.09	\$42,195.40	\$44,305.17	\$46,520.43	\$48,846.45	\$51,288.77	Annual		
	\$3,189.37	\$3,348.84	\$3,516.28	\$3,692.10	\$3,876.70	\$4,070.54	\$4,274.06	Monthly		
447	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.48	\$24.66	Hourly		
Police Dispatcher	\$38,331.81	\$40,248.40	\$42,260.82	\$44,373.86	\$46,592.55	\$48,922.18	\$51,368.29	Annual		
	\$3,194.32	\$3,354.03	\$3,521.74	\$3,697.82	\$3,882.71	\$4,076.85	\$4,280.69	Monthly		
441	\$18.43	\$19.35	\$20.32	\$21.33	\$22.40	\$23.52	\$24.70	Hourly		
Community Service Officer	\$34,077.70	\$35,781.59	\$37,570.66	\$39,449.20	\$41,421.66	\$43,492.74	\$45,667.38	Annual		
	\$2,839.81	\$2,981.80	\$3,130.89	\$3,287.43	\$3,451.80	\$3,624.40	\$3,805.61	Monthly		
442	\$16.38	\$17.20	\$18.06	\$18.97	\$19.91	\$20.91	\$21.96	Hourly		
Police Records Technician	\$32,071.82	\$33,675.41	\$35,359.18	\$37,127.14	\$38,983.50	\$40,932.67	\$42,979.31	Annual		
	\$2,672.65	\$2,806.28	\$2,946.60	\$3,093.93	\$3,248.62	\$3,411.06	\$3,581.61	Monthly		
443	\$15.42	\$16.19	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	Hourly		

CITY OF OROVILLE

Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 01/01/15

EXHIBIT "A"

SWORN									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Sergeant	\$65,590.44	\$68,869.96	\$72,313.46	\$75,929.13	\$79,725.59	\$83,711.87	\$87,897.46	\$92,292.34	Annual
258	\$5,465.87	\$5,739.16	\$6,026.12	\$6,327.43	\$6,643.80	\$6,975.99	\$7,324.79	\$7,691.03	Monthly
	\$31.53	\$33.11	\$34.77	\$36.50	\$38.33	\$40.25	\$42.26	\$44.37	Hourly
Rotational Detective	\$57,672.01	\$60,555.61	\$63,583.39	\$66,762.56	\$70,100.69	\$73,605.72	\$77,286.01	\$81,150.31	Annual
256	\$4,806.00	\$5,046.30	\$5,298.62	\$5,563.55	\$5,841.72	\$6,133.81	\$6,440.50	\$6,762.53	Monthly
	\$27.73	\$29.11	\$30.57	\$32.10	\$33.70	\$35.39	\$37.16	\$39.01	Hourly
Police Officer	\$52,429.10	\$55,050.56	\$57,803.08	\$60,693.24	\$63,727.90	\$66,914.29	\$70,260.01	\$73,773.01	Annual
	\$4,369.09	\$4,587.55	\$4,816.92	\$5,057.77	\$5,310.66	\$5,576.19	\$5,855.00	\$6,147.75	Monthly
252	\$25.21	\$26.47	\$27.79	\$29.18	\$30.64	\$32.17	\$33.78	\$35.47	Hourly

NON-SWORN									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
Police Dispatch Supervisor	\$45,872.82	\$48,166.46	\$50,574.78	\$53,103.52	\$55,758.70	\$58,546.63	\$61,473.97	Annual	
446	\$3,822.74	\$4,013.87	\$4,214.57	\$4,425.29	\$4,646.56	\$4,878.89	\$5,122.83	Monthly	
	\$22.05	\$23.16	\$24.31	\$25.53	\$26.81	\$28.15	\$29.55	Hourly	
Crime Analyst / IT Officer	\$38,016.22	\$39,917.03	\$41,912.88	\$44,008.53	\$46,208.95	\$48,519.40	\$50,945.37	Annual	
445	\$3,168.02	\$3,326.42	\$3,492.74	\$3,667.38	\$3,850.75	\$4,043.28	\$4,245.45	Monthly	
	\$18.28	\$19.19	\$20.15	\$21.16	\$22.22	\$23.33	\$24.49	Hourly	
Police Admin. Assistant	\$38,272.47	\$40,186.09	\$42,195.40	\$44,305.17	\$46,520.43	\$48,846.45	\$51,288.77	Annual	
447	\$3,189.37	\$3,348.84	\$3,516.28	\$3,692.10	\$3,876.70	\$4,070.54	\$4,274.06	Monthly	
	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	\$23.48	\$24.66	Hourly	
Police Dispatcher	\$38,331.81	\$40,248.40	\$42,260.82	\$44,373.86	\$46,592.55	\$48,922.18	\$51,368.29	Annual	
441	\$3,194.32	\$3,354.03	\$3,521.74	\$3,697.82	\$3,882.71	\$4,076.85	\$4,280.69	Monthly	
	\$18.43	\$19.35	\$20.32	\$21.33	\$22.40	\$23.52	\$24.70	Hourly	
Community Service Officer	\$34,077.70	\$35,781.59	\$37,570.66	\$39,449.20	\$41,421.66	\$43,492.74	\$45,667.38	Annual	
442	\$2,839.81	\$2,981.80	\$3,130.89	\$3,287.43	\$3,451.80	\$3,624.40	\$3,805.61	Monthly	
	\$16.38	\$17.20	\$18.06	\$18.97	\$19.91	\$20.91	\$21.96	Hourly	
Police Records Technician	\$32,071.82	\$33,675.41	\$35,359.18	\$37,127.14	\$38,983.50	\$40,932.67	\$42,979.31	Annual	
443	\$2,672.65	\$2,806.28	\$2,946.60	\$3,093.93	\$3,248.62	\$3,411.06	\$3,581.61	Monthly	
	\$15.42	\$16.19	\$17.00	\$17.85	\$18.74	\$19.68	\$20.66	Hourly	

CITY OF OROVILLE
Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 07/01/15
EXHIBIT "A"

SWORN									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	
Sergeant	\$66,902.25	\$70,247.36	\$73,759.73	\$77,447.72	\$81,320.10	\$85,386.11	\$89,655.41	\$94,138.18	Annual
258	\$5,575.19	\$5,853.95	\$6,146.64	\$6,453.98	\$6,776.68	\$7,115.51	\$7,471.28	\$7,844.85	Monthly
	\$32.16	\$33.77	\$35.46	\$37.23	\$39.10	\$41.05	\$43.10	\$45.26	Hourly
Rotational Detective	\$58,825.45	\$61,766.72	\$64,855.06	\$68,097.81	\$71,502.70	\$75,077.84	\$78,831.73	\$82,773.32	Annual
	\$4,902.12	\$5,147.23	\$5,404.59	\$5,674.82	\$5,958.56	\$6,256.49	\$6,569.31	\$6,897.78	Monthly
256	\$28.28	\$29.70	\$31.18	\$32.74	\$34.38	\$36.10	\$37.90	\$39.79	Hourly
Police Officer	\$53,477.68	\$56,151.56	\$58,969.14	\$61,907.10	\$65,002.45	\$68,252.58	\$71,665.21	\$75,248.47	Annual
	\$4,456.47	\$4,679.30	\$4,913.26	\$5,158.92	\$5,416.87	\$5,687.71	\$5,972.10	\$6,270.71	Monthly
252	\$25.71	\$27.00	\$28.35	\$29.76	\$31.25	\$32.81	\$34.45	\$36.18	Hourly

NON-SWORN									
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G		
Police Dispatch Supervisor	\$46,560.92	\$48,888.97	\$51,333.41	\$53,900.09	\$56,595.09	\$59,424.84	\$62,396.09	Annual	
446	\$3,880.08	\$4,074.08	\$4,277.78	\$4,491.67	\$4,716.26	\$4,952.07	\$5,199.67	Monthly	
	\$22.39	\$23.50	\$24.68	\$25.91	\$27.21	\$28.57	\$30.00	Hourly	
Crime Analyst / IT Officer	\$38,586.46	\$40,515.78	\$42,541.57	\$44,668.65	\$46,902.08	\$49,247.19	\$51,709.55	Annual	
445	\$3,215.54	\$3,376.32	\$3,545.13	\$3,722.39	\$3,908.51	\$4,103.93	\$4,309.13	Monthly	
	\$18.55	\$19.48	\$20.45	\$21.48	\$22.55	\$23.68	\$24.86	Hourly	
Police Admin. Assistant	\$38,846.56	\$40,788.89	\$42,828.33	\$44,969.75	\$47,218.24	\$49,579.15	\$52,058.11	Annual	
447	\$3,237.21	\$3,399.07	\$3,569.03	\$3,747.48	\$3,934.85	\$4,131.60	\$4,338.18	Monthly	
	\$18.68	\$19.61	\$20.59	\$21.62	\$22.70	\$23.84	\$25.03	Hourly	
Police Dispatcher	\$38,906.79	\$40,852.13	\$42,894.74	\$45,039.47	\$47,291.45	\$49,656.02	\$52,138.82	Annual	
441	\$3,242.23	\$3,404.34	\$3,574.56	\$3,753.29	\$3,940.95	\$4,138.00	\$4,344.90	Monthly	
	\$18.71	\$19.64	\$20.62	\$21.65	\$22.74	\$23.87	\$25.07	Hourly	
Community Service Officer	\$34,588.87	\$36,318.31	\$38,134.23	\$40,040.94	\$42,042.99	\$44,145.14	\$46,352.39	Annual	
442	\$2,882.41	\$3,026.53	\$3,177.85	\$3,336.75	\$3,503.58	\$3,678.76	\$3,862.70	Monthly	
	\$16.63	\$17.46	\$18.33	\$19.25	\$20.21	\$21.22	\$22.28	Hourly	
Police Records Technician	\$32,552.90	\$34,180.55	\$35,889.57	\$37,684.05	\$39,568.25	\$41,546.67	\$43,624.00	Annual	
443	\$2,712.74	\$2,848.38	\$2,990.80	\$3,140.34	\$3,297.35	\$3,462.22	\$3,635.33	Monthly	
	\$15.65	\$16.43	\$17.25	\$18.12	\$19.02	\$19.97	\$20.97	Hourly	

CITY OF OROVILLE
Classifications & Compensation for OPOA Members (Sworn and Non-Sworn Units)
SALARY SCHEDULE EFFECTIVE 06/30/16
EXHIBIT "A"

SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H		
Sergeant	\$68,240.29	\$71,652.30	\$75,234.92	\$78,996.67	\$82,946.50	\$87,093.82	\$91,448.52	\$96,020.94	Annual	Monthly
258	\$5,686.69	\$5,971.03	\$6,269.58	\$6,583.06	\$6,912.21	\$7,257.82	\$7,620.71	\$8,001.75	Hourly	Hourly
Rotational Detective	\$60,001.96	\$63,002.06	\$66,152.16	\$69,459.77	\$72,932.76	\$76,579.40	\$80,408.37	\$84,428.78	Annual	Monthly
256	\$5,000.16	\$5,250.17	\$5,512.68	\$5,788.31	\$6,077.73	\$6,381.62	\$6,700.70	\$7,035.73	Hourly	Hourly
Police Officer	\$54,547.23	\$57,274.59	\$60,138.32	\$63,145.24	\$66,302.50	\$69,617.62	\$73,098.51	\$76,753.43	Annual	Monthly
252	\$4,545.60	\$4,772.88	\$5,011.53	\$5,262.10	\$5,525.21	\$5,801.47	\$6,091.54	\$6,396.12	Hourly	Hourly
	\$26.22	\$27.54	\$28.91	\$30.36	\$31.88	\$33.47	\$35.14	\$36.90	Hourly	Hourly

NON-SWORN										
CLASSIFICATION:	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G			
Police Dispatch Supervisor	\$47,375.73	\$49,744.52	\$52,231.74	\$54,843.33	\$57,585.50	\$60,464.77	\$63,488.01	Annual	Monthly	Hourly
446	\$3,947.98	\$4,145.38	\$4,352.65	\$4,570.28	\$4,798.79	\$5,038.73	\$5,290.67	Hourly	Hourly	Hourly
Crime Analyst / IT Officer	\$39,261.72	\$41,224.81	\$43,286.05	\$45,450.35	\$47,722.87	\$50,109.01	\$52,614.46	Annual	Monthly	Hourly
445	\$3,271.81	\$3,435.40	\$3,607.17	\$3,787.53	\$3,976.91	\$4,175.75	\$4,384.54	Hourly	Hourly	Hourly
Police Admin. Assistant	\$39,526.37	\$41,502.69	\$43,577.82	\$45,756.71	\$48,044.55	\$50,446.78	\$52,969.12	Annual	Monthly	Hourly
447	\$3,293.86	\$3,458.56	\$3,631.49	\$3,813.06	\$4,003.71	\$4,203.90	\$4,414.09	Hourly	Hourly	Hourly
Police Dispatcher	\$39,587.66	\$41,567.04	\$43,645.40	\$45,827.66	\$48,119.05	\$50,525.00	\$53,051.25	Annual	Monthly	Hourly
441	\$3,298.97	\$3,463.92	\$3,637.12	\$3,818.97	\$4,009.92	\$4,210.42	\$4,420.94	Hourly	Hourly	Hourly
Community Service Officer	\$35,194.18	\$36,953.89	\$38,801.58	\$40,741.66	\$42,778.75	\$44,917.68	\$47,163.57	Annual	Monthly	Hourly
442	\$2,932.85	\$3,079.49	\$3,233.47	\$3,395.14	\$3,564.90	\$3,743.14	\$3,930.30	Hourly	Hourly	Hourly
Police Records Technician	\$33,122.58	\$34,778.71	\$36,517.64	\$38,343.53	\$40,260.70	\$42,273.74	\$44,387.43	Annual	Monthly	Hourly
443	\$2,760.22	\$2,898.23	\$3,043.14	\$3,195.29	\$3,355.06	\$3,522.81	\$3,698.95	Hourly	Hourly	Hourly
	\$15.92	\$16.72	\$17.56	\$18.43	\$19.36	\$20.32	\$21.34	Hourly	Hourly	Hourly

EXHIBIT - B

Commission Procedure C-3 Law Enforcement Code of Ethics

Purpose

- 3-1. Code of Ethics:** To insure that all peace officers are fully aware of their individual responsibilities to maintain their own integrity and that of their agency, every peace officer, during basic training, or at the time of appointment, shall be administered the Law Enforcement Code of Ethics, as prescribed in Section 1013 of the Regulations.

Code of Ethics

- 3-2. AS A LAW ENFORCEMENT OFFICER,** my fundamental duty is to serve mankind; to safeguard lives and property; to protect the innocent against deception, the weak against oppression or intimidation, and the peaceful against violence or disorder; and to respect the Constitutional rights of all men to liberty, equality and justice.

I WILL keep my private life unsullied as an example to all; maintain courageous calm in the face of danger, scorn, or ridicule; develop self-restraint; and be constantly mindful of the welfare of others. Honest in thought and deed in both my personal and official life, I will be exemplary in obeying the laws of the land and the regulations of my department. Whatever I see or hear of a confidential nature or that is confided to me in my official capacity will be kept ever secret unless revelation is necessary in the performance of my duty.

I WILL never act officiously or permit personal feelings, prejudices, animosities or friendships to influence my decisions. With no compromise for crime and with relentless prosecution of criminals, I will enforce the law courteously and appropriately without fear or favor, malice or ill will, never employing unnecessary force or violence and never accepting gratuities.

I RECOGNIZE the badge of my office as a symbol of public faith, and I accept it as a public trust to be held so long as I am true to the ethics of the police service. I will constantly strive to achieve these objectives and ideals, dedicating myself before God⁽¹⁾ to my chosen profession...law enforcement.

¹ Reference to religious affirmation may be omitted where objected to by the officer.

EXHIBIT - C

OROVILLE POLICE DEPARTMENT POLICY MANUAL VEHICLE USE POLICY

706.1 PURPOSE & SCOPE

The Department utilizes city owned motor vehicles in a variety of applications operated by Department personnel. In order to maintain a system of accountability and ensure City owned vehicles are used appropriately, regulations relating to the use of these vehicles have been established. The term "City owned" as used in this section also refers to any vehicle leased or rented by the City.

706.2 USE OF VEHICLES

706.2.1 SHIFT ASSIGNED VEHICLES

The Patrol Supervisor assigned to Fleet Management shall ensure a copy of the unit roster indicating personnel assignments for vehicle numbers is up-to-date and maintained for a period of one year.

Employees shall be responsible for inspecting the interior and exterior of any assigned vehicle before taking the vehicle into service and at the conclusion of their shifts. Any previously unreported damage, mechanical problems, unauthorized contents or other problems with the vehicle shall be promptly reported to a supervisor and documented as appropriate.

706.2.2 UNSCHEDULED USE OF VEHICLES

Personnel utilizing a vehicle for any purpose other than their normally assigned duties shall first notify the Patrol Supervisor. This section does not apply to personnel permanently assigned an individual vehicle.

706.2.3 UNDERCOVER VEHICLES

Undercover units, if not assigned to an individual employee, shall not be used without first obtaining approval from the Support Division Commander.

706.2.4 AUTHORIZED PASSENGERS

Personnel operating Department owned vehicles shall not permit persons other than City employees or persons required to be conveyed in the performance of duty or as otherwise authorized to ride as a passenger in their vehicle.

706.2.5 PARKING

City owned vehicles should be parked in their assigned stalls. Employees shall not park privately owned vehicles in any stall assigned to a City owned vehicle or in other areas of the parking lot not designated as a parking space unless authorized by a supervisor.

706.3 ASSIGNED VEHICLE AGREEMENT

City owned vehicles assigned to personnel for their use within their job assignment may be used to transport the employee to and from their residence for work related

purposes. The employee shall sign an agreement setting the standard for how the vehicle shall be used and where it shall be parked when the employee is not on duty.

The agreement states the vehicle shall only be used for work related purposes and shall not be used for personal errands, or transports, unless special circumstances exist and the appropriate Division Commander gives authorization. The agreement also requires the employee to be responsible for the vehicle's care and maintenance. The Department will provide necessary care/maintenance supplies.

The assignment of vehicles is at the discretion of the Chief of Police. Assigned vehicles may be changed at any time.

706.3.1 VEHICLES SUBJECT TO INSPECTION

All City owned vehicles are subject to inspection and or search at any time by a supervisor and no employee assigned to or operating such vehicle shall be entitled to any expectation of privacy with respect to the vehicle or its contents.

706.4 SECURITY

Employees may take home City owned vehicles only with prior approval from their Division Commander and shall meet the following criteria:

(a) The employee lives within a 45 minutes (rules of the road obeyed and based on average traffic flow) response time of the Oroville City limits. Take home of assigned vehicles will be limited to the boundaries within the County of Butte, except as authorized by the Chief of Police.

(b) 1. A longer response time may be appropriate depending on the special assignment of the employee. In that event, the response time shall not exceed 45 minutes.

(c) Off street parking for the vehicle shall be available at the employee's residence. Authorization for off street parking at another residence or Government facility shall be at the sole discretion of the Chief of Police.

(d) Vehicles shall be locked when not attended.

(e) All firearms and kinetic impact weapons shall be removed from the interior of the vehicle and placed in the trunk or properly secured in the residence when the vehicle is not attended (refer to Firearms policy § 312 regarding safe storage of firearms at home). When an employee is on vacation, leave, or out of the area in excess of two weeks, the vehicle shall be stored in a secure garage at the employee's residence or at the police facility.

706.4.1 KEYS

All uniformed field personnel approved to operate marked patrol vehicles shall be issued their own personal unit key as part of their initial equipment distribution upon

hiring. Personnel assigned a permanent vehicle shall be issued keys for their respective vehicle.

The loss of any assigned key shall be promptly reported in writing through the employee's chain of command.

706.5 ENFORCEMENT ACTIONS

When driving an assigned vehicle to and from work outside of the jurisdiction of the Oroville Police Department, an officer shall not become involved in enforcement actions except in those circumstances where a potential threat to life or serious property damage exists. Officers driving marked vehicles shall be armed at all times. Officers may render public assistance, e.g. to a stranded motorist, when deemed prudent.

706.6 MAINTENANCE

(a) Each employee is responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned vehicle.

1. Employees may use the wash racks at the police facility or maintenance yards (cadets may be used to clean vehicles, when available).
2. Cleaning/maintenance supplies will be provided by the Department.

(b) Employees shall make daily inspections of assigned vehicles for service/maintenance requirements and damage.

(c) Supervisors shall make, at a minimum, monthly inspections of vehicles assigned to employees under their command to ensure the vehicles are being maintained in accordance with policy.

(d) Routine maintenance and oil changes shall be done in accordance with the shop schedule. The vehicles will normally be serviced at the City maintenance shop.

1. When leaving a vehicle at the maintenance shop, the employee will complete a vehicle repair card explaining the service or repair, and leave it on the seat or dash.
2. Vehicles requiring warranty service shall be taken to the nearest authorized dealer after receiving clearance from a supervisor.

706.6.1 ACCESSORIES AND/OR MODIFICATIONS

No modifications, additions, or deletions of any equipment or accessories shall be made to the vehicle without written permission from the for the Operations Division commander.

706.7 ACCIDENT DAMAGE, ABUSE, AND MISUSE

(a) Any time a vehicle is involved in a traffic collision, either singularly or with another vehicle, an outside agency of authority will be requested to investigate the cause and

responsibility. The employee involved in the collision shall complete the City provided vehicle accident form within twenty-four (24) hours. If the employee is incapable, the supervisor shall complete the form.

(b) Any damage to a vehicle, not caused by a traffic collision, shall be immediately reported within the shift in which the damage was discovered, documented in memorandum format and forwarded to the Patrol Supervisor and Operations Division Commander.

(c) An administrative investigation will be conducted to determine any vehicle abuse or misuse. If it is determined that misuse or abuse was a result of negligent conduct or operation, appropriate disciplinary action may result.

706.8 TOLL ROAD USEAGE

Law enforcement vehicles are not routinely exempted from incurring toll road charges. Pursuant to the nonrevenue policy of the toll roads, law enforcement agencies responding to an emergency or incident on the toll roads, while on duty, are exempt from paying the toll. Commuting, or returning to the City after an emergency does not qualify for this exemption and personnel using City owned vehicles are subject to the toll charge. To avoid unnecessary toll road violation charges, all employees operating a City owned vehicle upon the toll road shall adhere to the following:

(a) All employees operating a City owned vehicle for any reason other than an initial response to an emergency shall stop and pay the appropriate toll charge. Employees may submit a receipt for reimbursement from the City for any toll fees.

(b) All employees passing through the Toll Plaza or booth during a response to an emergency shall draft a memo to their respective Division Commander with five working days explaining the circumstances.

**CITY OF OROVILLE
RESOLUTION NO. 8176**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF OROVILLE
AUTHORIZING EMPLOYER PAID MEMBER CONTRIBUTIONS THROUGH
CALPERS FOR THE OROVILLE POLICE OFFICERS' ASSOCIATION – SWORN
UNIT**

WHEREAS, the governing body of the City of Oroville has the authority to implement G.C. section 20691;

WHEREAS, the governing body of the City of Oroville has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the City of Oroville of a Resolution to commence said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the City of Oroville has identified the following conditions for the purpose of its election to pay EPMC:

- This benefit shall apply to all Safety employees of Oroville Police Officers' Association Sworn Unit (OPOA-S)

OPOA Sworn Safety Employees:

Police Sergeant
Police Detective
Police Officer

- **Effective January 1, 2014**, this benefit shall consist of paying **5%** of the normal member contributions as EPMC for OPOA Sworn employees.
- **Effective July 1, 2014**, this benefit shall consist of paying **2.5%** of the normal member contributions as EPMC for OPOA Sworn employees.
- **Effective July 1, 2015**, this benefit shall consist of paying **0%** of the normal member contributions as EPMC for OPOA Sworn employees.
- The effective date of this Resolution shall be **January 14, 2014**.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the City of Oroville elects to pay EPMC, as set forth above.

PASSED AND ADOPTED by the Oroville City Council at a special meeting of January 14, 2014 by the following vote:

/

/

/

AYES:

NOES:

ABSTAIN:

ABSENT:

Linda L. Dahlmeier, Mayor

APPROVED AS TO FORM:

ATTEST:

Scott E., Huber, City Attorney

Randy Murphy, City Clerk

**CITY OF OROVILLE
STAFF REPORT**

TO: MAYOR AND COUNCIL MEMBERS

**FROM: RANDY MURPHY, CITY ADMINISTRATOR
DON RUST, DIRECTOR OF COMMUNITY DEVELOPMENT**

**RE: REQUEST FOR PROPOSALS FOR PROFESSIONAL MANAGEMENT
SERVICES OF THE HISTORIC STATE THEATRE**

DATE: JANUARY 14, 2014

SUMMARY

The Council may consider modifications to a Request for Proposals (RFP) for Professional Operations and Management Services of the Historic State Theatre (Theatre).

DISCUSSION

This Request for Proposals (RFP) is intended to find a qualified professional company to operate, manage and maintain the Theater. Those responding will be asked to prepare and present to the City a Management Plan, which details how they will successfully operate the Theatre as a part of this process.

Components of the RFP include:

- Management
- Marketing
- Customer Services
- Contract Negotiation-Administration
- Quality Control
- Fiscal Services
- Reporting and Accountability

The Oroville State Theater has been an integral part of downtown Oroville since it was dedicated on April 7, 1928. As the City continues to revitalize the downtown, the Theatre has been, and continues to be, a key and vital asset to the revitalization process. The City has spent substantial funds on improving the façade and HVAC systems, and currently has all retail spaces in the Myers Street retail corridor rented. Having a professional company to operate the Theatre will help bring the efforts by the City for revitalization of the downtown together.

The RFP requires those who meet or respond to take into consideration running the Theatre as a business, where revenues exceed expenses, and make the theatre a viable enterprise with events scheduled on an almost daily basis. The RFP also includes provisions for long-standing users such as, S.T.A.G.E., the Oroville Concert Association and other local groups. The goal of this RFP process is to secure a management company that turns this underused City asset into a focal point and destination for the downtown and create continuous and constant new events and programs that bring people into the Arts, Entertainment & Cultural District.

The RFP will be published on various websites, databases, the City's website, and will be legally advertised, and mailed to interested parties.

After proposals are received they will be evaluated by the Selection Review Committee according to the following outline.

- **Quality of Management Plan:**
 - Project Understanding
 - Scope of Services
- **Management Company Qualifications:**
 - Firm, Team, Individual Experience
 - Experience
 - Methodology
- **Management Company Fee Schedule**

Staff will conduct interviews based on the quality of the submittals. Once interviews have been completed, and the Selection Review Subcommittee has made a selection of a qualified respondent staff will enter into negotiations to finalize an Operating Agreement ("Agreement). Once an Agreement has been reached, staff will bring the tentative Agreement to the City Council for approval.

Staff anticipates the following timeline for this process.

- | | |
|---|--------------------------|
| • RFP Project submittal period open to the Public | January 16, 2014 |
| • Fixed Walk-Thru | February 18, 2014 (11AM) |
| • RFP Project submittal period closed to the Public | March 7, 2014 (4 PM) |
| • Respondent interviews | March 25, 2014 |
| • Recommendation to City Council | April 15, 2014 |

FISCAL IMPACT

Unknown at this time.

RECOMMENDATION

1. Provide direction regarding modifications to the Request for Proposals.
2. Appoint up to two Council members to be on the Selection Review Committee.

ATTACHMENTS

Request for Proposals

REQUEST FOR PROPOSAL (RFP)

**OPERATIONS AND MANAGEMENT OF THE
HISTORIC OROVILLE STATE THEATRE
PROPOSAL CERTIFICATION FORM**

**NOTE: PLEASE ENSURE THAT ALL REQUIRED SIGNATURE BLOCKS ARE COMPLETED
FAILURE TO SIGN THIS FORM WILL RENDER YOUR PROPOSAL INVALID**

Issue Date	TBD xx, 2013
Issuing Agent	City of Oroville
RFP Due Date	TBD at 4:00 PM
Qualifications Directed To	Donald Rust, Director of Community Development City of Oroville 1735 Montgomery Street Oroville, Ca 95965 Phone: (530-538-2433) Email: rustdl@cityoforoville.org
Number of Qualifications Copies	3 printed copies, 1 PDF version on a CD

In compliance with this Request for Proposal (RFP) and to all conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed qualifications, or as mutually agreed upon by subsequent negotiation. By signature hereto, the proponent certifies that all representations and certifications contained in the Proposal are complete and accurate as required.

Name of Firm	
Address of Firm	
Contact Name	
Signature	
Title	
Date	
Phone Number	
Alternate Phone Number	(optional)
Email Address	
Federal Employee ID Number	

**OPERATION & MANAGEMENT OF THE
HISTORIC STATE THEATRE
OROVILLE, CALIFORNIA**



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SECTION 1: GENERAL INFORMATION

1.1 About Oroville:

Oroville is located in the central part of Northern California in Butte County and is considered the “gateway” to the Lake Oroville and Feather River recreational areas. Oroville is located near Lake Oroville, which has the tallest earthen dam in the United States – known simply as, Oroville Dam. The lake offers sporting activities throughout the year, including skiing, sailing, swimming, fishing, camping and picnicking. Oroville also has a rich cultural history dating back to the great gold rush of 1849.

The greater Oroville area has a population of approximately 55,000 including 16,200 within the city limits of the City of Oroville. Nearby institutions of higher education are Butte Community College and California State University, Chico, with a combined total of over 35,000 students and faculty. The total population of Butte County is in excess of 220,000, which provides a sizeable local audience for marketing theatre productions.

From a transportation perspective, visitors and business travelers enjoy the convenience of the Oroville Municipal Airport (OVE). Vehicle transportation includes State Highway 70, running through the city limits of Oroville, and nearby State Highway 99, east of Oroville which is reached by State Highways 162 and 149. The following schedule demonstrates how readily accessible Oroville is from near-by major metropolitan cities:

<u>Where</u>	<u>Mileage</u>	<u>Travel Time</u>
Chico	24 miles	25 minutes
Sacramento	66 miles	1 hour
San Francisco	152 miles	2.5 hours
San Jose	185 miles	3 hours
Stockton	117 miles	2 hours
Redding	73 miles	1.2 hours
Reno	165 miles	3.5 hours

1.2 Historic Oroville State Theatre

In an effort to revitalize its historic downtown, the City of Oroville recently initiated a planning process to establish an *Arts, Culture and Entertainment District (AC&E)* that would capitalize upon the existing artist community, as well as the cultural, historic, and natural resources of the

area. Located adjacent to the Feather River, downtown Oroville is a unique place with an intact framework of historic buildings and spaces, including many arts, cultural and entertainment destinations. The downtown has become a hub for the visual and performing arts, utilizing venues such as the State Theatre. However, these destinations are spread over a wide area, are disconnected, and currently do not establish a critical mass of activity that can strengthen the image and economy of the downtown.

The City of Oroville (City), is seeking a qualified company (proposer) to operate and manage the Historic State Theatre (Theatre). The purpose of the Request for Proposals (RFP) is to identify interested companies, or others, and gauge their performance in operating and managing comparable facilities. The City anticipates entering into an Operating Agreement (Agreement) with a qualified proposer to manage and operate the Theatre. The Agreement will be solely with the City. The proposers will be asked to prepare and present to the City an Operating and Management Plan, which details how they will successfully operate the Theatre in accordance with the Scope of Services as described in this RFP. **Note: The City prefers proposals with terms that include full payment of rent, but will consider proposals that include payment of reduced rent in exchange for the provision of measurable public benefits; or proposals that include provisions for improvements or restoration of the existing facilities.**

The City seeks a proposal that can deliver high quality performing arts programming to the community and to patrons at a reasonable cost in order to bring a level of excitement to the Theatre through innovative programming and operations. The City is interested in event diversity relative to creativity and innovative approaches of managing the Theatre and seeks a proposer to provide those approaches to operating and managing the Theatre.

As a City-owned community asset, the City intends to reserve no more than twelve (12) event days per year to provide for City-sponsored community events. (i.e. Town Hall meetings, Feather Fiesta Days, Salmon Festival, and some non-profit special events). In connection with such community events, the proposer will not charge a facility rental fee; however they may be reimbursed, at cost, for event related expenses.

The City will evaluate proposals in the context of four primary goals:

1. To secure a financially stable tenant that will effectively manage, operate and maintain the theatre.
2. The selected tenant will use the facility to support and foster the presentation of artistic and/or cultural activities in the greater Oroville area.
3. The selected tenant will assist in the economic development of the Historic Downtown by providing programs that attract and sustain audiences.
4. The selected tenant will agree to work with current long term users of the theatre, such as the Oroville Concert Association, S.T.A.G.E., Oroville High School District, Northwest Linemen's College, and others, encompassing these users within the annual calendar.

Selection of the company will involve:

- **Review of the Operating & Management Plan.** The City will assess the responsiveness to the RFP and review the information in the submittal. The City will contact several of the current clients listed by the proposer in reference to performance, responsiveness, and other data. The City will review data submitted to it on the comparable facilities and assess the proposer's demonstrated knowledge of how to manage facilities similar in type to the Theatre. The City will assess the ability of the proposer to perform the requested Scope of Services, as demonstrated by the information submitted in the response to the RFP. The City may request an interview with the proposer. The review team will be made up of City staff from the Parks and Trees, Finance, Planning and Development Services Departments, Administration and possibly elected officials. All travel costs associated with the interview are the responsibility of the proposer.
- **Terms of Agreement.** The Theatre is available for occupancy immediately. The City will consider agreements with a term not to exceed twenty (20) years, if preferred, a ten (10) year term with two five (5) year option periods. The amount of any proposed capital investment and re-investment will be a consideration in evaluating the term of any agreement. At the end of the agreement term, including the exercise of any option periods, all capital improvements shall become the property of the City unless alternative arrangements have been negotiated.
- **Capital Investment & Major Maintenance.** Proposers are expected to fully fund all capital and operating costs of the facility. City funding is not available for renovation of the facility. However, the City will work with the selected company to source appropriate grant funding for major improvements (i.e. refurbishing the existing balcony). The City is willing to continue to maintain the building shell at a standard similar to that provided for other City facilities. The building shell includes the exterior walls, roof, exterior windows and exterior doors.
- **Sponsorship & Advertising.** The proposer will have the right to sell sponsorship and advertising affecting the interior of the Theatre.
- **Exterior Signage.** The proposer may, with City approval, enter into naming or advertising agreements for the exterior of the Theatre.
- **Creative proposals encouraged.** Understanding the uncertainties and unknowns related to initiating a new direction and developing programming at the Theatre, the City is amenable to both a license fee that varies from year to year ("Base License Fee") and a proposal that includes both a Base License Fee plus an additional fee tied to some relatively easily computed and audited metric, such as annual attendance, gross revenue, etc.

- ***Intent of Submittal.*** The proposer should demonstrate its ability to perform the required services through submission of its Management Plan. The availability and accessibility of personnel, equipment, facilities, and other resources needed to successfully manage the facility should be addressed.
- ***Contract and Fee Negotiation with the Selected Management Company.*** Upon completion of the above assessments, the City will enter into contract negotiations with one proposer and reserves the right to move on if negotiations are not completed within 90 days.

1.3 Oroville State Theatre History

The Oroville State Theatre has been an integral part of historic downtown Oroville since it was dedicated on April 7, 1928. With credits like the Pacific Telephone and Telegraph Building in San Francisco, and Oakland's Paramount Theatre, architects Timothy L. Pflueger and J. R. Miller were contracted to design the grand, new Oroville facility.

The theatre was originally destined for a variety of performances common of the era with the opening night show featuring the Mighty Wurlitzer theatre organ, live vaudeville acts, and the Paramount silent feature movie, *Partners in Crime*. Many high school plays and graduations have been held on stage, as well as talent shows and World War II bond drives.

In the late 1970's United Artists purchased the building and turned the facility into a movie house, showing first run films and later splitting the theatre's main auditorium in two.

During the summer of 1986, United Artists notified the City of its intent to close and sell the theatre. Rather than have a vacant building downtown, the City viewed the pending closure as an opportunity to fill a long-standing need for a community performance center. On September 30, 1986, the City of Oroville purchased the facility. The theatre then underwent renovations to return to a single stage/screen with the capacity of a performing arts facility including the ability to show films.

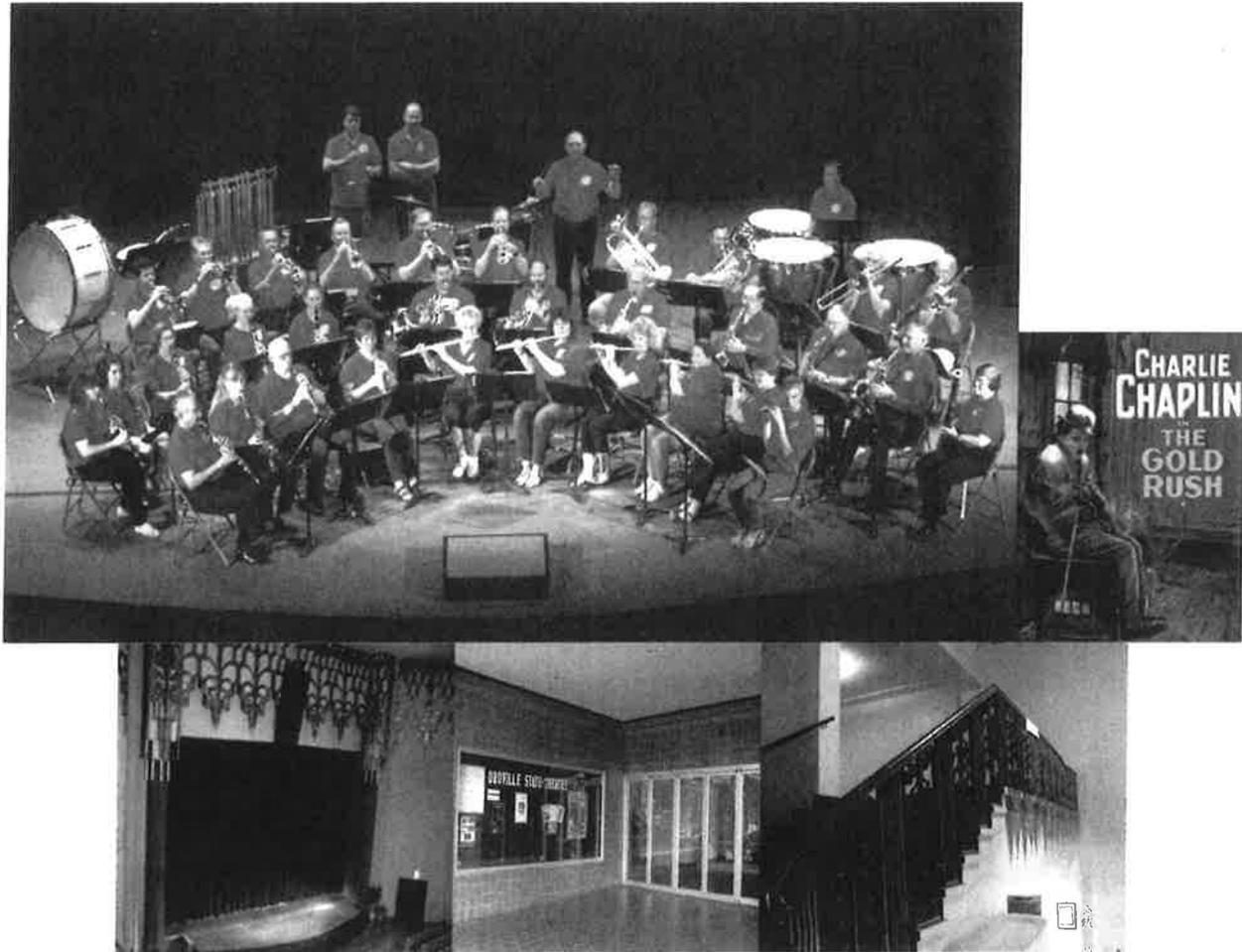
Several years ago the city began a long-term restoration of the entire theatre including returning the exterior to its original grandeur, as well as replicating the old marquee and flag signage. The City would like to see the interior murals and decorative finishes uncovered or replicated and the return of the Mighty Wurlitzer Theatre organ, which would bring an added dimension to the historic theatre. The interior of the theatre would also benefit from refurbishment and the restoration of the balcony area. Besides the theatre proper, the property has space for retail or restaurant expansion on the second level. The City encourages those proposing to consider how they could be a part of accomplishing the above mentioned long-term goals.

The Oroville State Theatre is also recognized in the National Historical Register and, as such, improvements or alterations to the facility must be consistent with applicable standards.

Parking: The City of Oroville provides free public parking in an adjacent lot and several other City owned parking lots within easy walking distance of the theatre. Free parking is also available on all nearby public streets with limited restrictions.

Proposer Supplied Services: The approved tenant will arrange and pay for electricity, gas, telecommunications, interior janitorial and custodial services, and interior building maintenance and repairs. *Note:* the building currently has a solar system which may augment electrical expenses.

City Supplied Services: To be negotiated.





SECTION 2: SCOPE OF SERVICES

2.0 Operational Policies and Objectives

It is the City's goal that the proposer will operate the Theatre in a manner in which the revenues generated by the Theatre equal or exceed the operational expenses eliminating the need for financial operating assistance by the City. The proposer will provide an annual, audited, financial statement to the City.

2.1 Scope of Services

The proposer must be prepared to manage and operate all aspects of the Theatre in a professional manner. The City expects the following Scope of Services to be detailed in the proposer's submitted plan:

- **Management:** Provide professional management for all aspects of the Theatre's operations. Resources should be expended efficiently and effectively. Ensure that the Theatre is well maintained, in good order, clean, safe, and secure. Provide resumes of key personnel, as appropriate.
- **Marketing:** Aggressively market and promote the Theatre in a manner that will maximize the use of the facility, area hotels, and the destination as a whole. Develop and implement marketing plans and strategies. Provide consistent booking policies. The City desires the Theatre to become a vibrant Performing Arts Center, meaning that events are continuously planned and theatrical activity and its associated buzz are prominent in the downtown.
- **Customer Services:** Provide the highest level of quality service to clients, exhibitors, and patrons of the Theatre. Establish operational policies and vendor contracts to provide for all aspects of client and exhibitor event-related requirements.
- **Contract Negotiation-Administration:** Negotiate and administer contracts for vendor provided services. The services may include, but are not limited to: food and beverage services, event staffing, security, electrical and utility services, telecommunication and data services, housekeeping, grounds-keeping, parking, box office, and business center. All subcontracts will be subject to review and approval by the City.
- **Quality Control:** Establish procedures to ensure that the Management Company and its subcontractors provide high-quality services.

- **Fiscal Services:** Maintain records and accounts, prepare operational reports and budgets. On request, provide copies of monthly sales reports on all leads and booked business to the City.
- **Accountability:** The proposer is to maintain an event calendar via website and utilize other social mediums that would enhance the theatre's presence.

The City expects the selected proposer will provide:

- Sales, marketing, public relations, advertising, and promotions.
- Booking and scheduling of events.
- Contract negotiation and administration.
- Event coordination, production, staffing, and servicing.
- Facility operation, maintenance, and security services.
- Food, beverage, and concession services.
- Box office and parking services.
- Human resource, fiscal, and payroll services.

Local Considerations

- Adjacent street level retail space in the Theatre building is not a part of the operations or a part of this Scope of Service; however the retail space which consists of six (6) retail stores may be made available as individual leases expire.
- The Theatre is used by local community service organizations, theatre groups, schools, and others, the consequently the City expects that the proposer will work with existing long term users of the Theatre. It is anticipated that long-standing events will be incorporated in the annual calendar for a period of at least two years. (For example, STAGE, Oroville Concert Association, etc.). Once a calendar has been established, local events that are requested to be added on throughout the year will be at the discretion of the Management Company.
- The Theatre is a Federally Register Historical Landmark (see 1.3).



SECTION 3: PROPOSAL SUBMITTAL REQUIREMENTS

3.0 Submittal Requirements

The proposer should provide the following information: the name, address, email, telephone, and facsimile number of the individual who can address inquiries related to this RFP and the operations and management plan and receive clarifications or addenda from the City. Questions concerning this RFP should be submitted in writing and/or emailed to Donald Rust, Director of Community Relations, at rustdl@cityoforoville.org, or 530-538-2433. Responses to the questions will be posted on the City's website.

It is essential that proposer submit information in the order and format requested in this RFP. The RFP response shall be a complete submittal. Failure to do so may cause the proposer to be deemed nonresponsive to the RFP. All Information requested in the RFP will remain confidential until an Agreement is executed. The City will use its best efforts to protect such information from disclosure to the extent allowable by law.

Documents to Submit

1. In a separate document called Operating and Management Plan, as detailed in the Scope of Services.

a. Cover Letter, which should include the following items:

- The identity of the proposer and any partners, consultants, or contractors included as part of the response.
- The names of individuals involved in the preparation of the RFP response along with their relationship to the proposer.
- A statement confirming that the proposer has sole and complete responsibility for performing the services as defined in the RFP and any addenda issued to this RFP.
- A statement signed by a representative authorized to legally bind the proposer, which shall include an identification of the proposer as a corporation or other legal entity.

b. Management Company Profile & Information

- Data describing the proposer's current organization date of incorporation, ownership, corporate office, number of years in business, size of business, services offered, operating philosophy, financial performance, and personnel policies.
- A list of all similar theatre's under contract to the proposer. Include name, address and type of facility, and the name, title, address, telephone, website, and facsimile number of the client contact or contract administrator.
- Provide the City with a comprehensive list of contracts, related to theatre management, that have not been renewed with the proposer since January 1, 2009. Include name, physical address and type of facility, plus the name, title, address, telephone, and facsimile number of the client contact or contract administrator.
- The most recent audited financial statement of the proposer.

2. In a separate document called "Operating and Management Plan" the proposer is to provide the following:

a.. Overall Management Plan

- Describe how the Theatre will be managed. Describe the proposer's understanding of the City's project goals for the Theatre and how the proposer will achieve them.
- High quality service and unique experience are essential to user satisfaction. Describe the experience your Operating and Management Company will provide users of the Theatre.
- Please describe (a.) how the operating and management function will be organized including information on the on-site management team; (b.) how the management team will report to the City, including format and frequency; and (c.) the functions performed by the management team.
- Provide a sample of the proposed operating and management agreement and the fee structure between the proposer and the City.
- Suggest strategies that the City can use to measure operational performance of the Theatre.
- Describe how Theatre staff will be recruited, organized, and trained. Provide the listing of number and titles of full-time employees used in the operation of the

facility. Please be provide a time-line with proposed start dates for key staff members including the General Manager, the Business Manager, the lead event coordinator, and other management positions.

- Describe the proposed approach to overall operational plan. Propose an organizational chart for the facility showing divisions, departments, manager titles, and worker classifications. The chart should show the direct reporting relationships of the facility to the City. The chart should include and identify anticipated subcontractors to the extent possible.
- Provide specific detail concerning how the Operating and Management Company will develop policies, procedures, rate schedules, service pricing, and lease agreement terms and conditions. In an addendum to the proposal, provide a sample of rules and regulations that are provided to users of the facility. Provide a sample of the rate schedules used by all types of events. Provide a sample of a lease agreement, standard addenda, and any documents necessary.
- Describe proposed approach to booking and scheduling events at the Theatre in accordance with previously mentioned booking policy, promoting, advertising, and overall marketing of these events. In an addendum to the proposal, provide samples of the booking and scheduling policies and procedures, as well as a sample contract with a facility user for an event.
- Describe proposed approach for a working relationship with the City of Oroville as it relates to marketing, booking, and scheduling.
- Provide samples of contracts and the necessary forms in an addendum to the proposal.

b. Operational Services

- Describe proposed approach to event coordination, production, staffing, and servicing. Provide a sample event work order for one event. Provide a sample of order forms for exhibitor services provided by the proposer or its subcontractors.
- Describe proposed approach to facility operation, maintenance, housekeeping, parking, electrical services, and security services: include the ability of proposer to maintain sophisticated technology systems throughout the facility.
- Describe approach to human resources and payroll services. Describe the method to record employment and operating revenues, expenditures, and capital improvement budgets.
- Propose a budget approval and internal review process.

- Describe proposed approach to all food and beverage service. Describe methods that will be employed to ensure the “highest quality” in food and beverage service and actions to be taken if the “highest quality” is not achieved.



SECTION 4: CRITERIA FOR EVALUATION OF PROPOSALS

Proposals will be evaluated and ranked according to the outline below. The Consultants with the highest ranking will be selected for an interview.

4.1 WALK THROUGH (FIXED)

The Theatre, located at 1489 Myers Street, Oroville, CA 95965, is being made available in as is condition. The City has scheduled a walk-through of the Theatre to acquaint potential proposers with the interior, exterior and condition of the building. The date and time is scheduled for xxxx at xx. **The proposer, or their representative, should attend to be eligible to advance through to the selection phase.**

4.2 EVALUATION / SELECTION PROCESS

Responses to the RFP will be evaluated and based according to the outline below. The proposer with the best and most qualified operating and management plan will be selected by the City.

Each proposal will be evaluated in the following areas:

- Quality of Operating and Management Plan:
 - Project Understanding
 - Scope of Services
- Proposer Qualifications:
 - Firm, Team, Individual Experience
 - Overall Experience
 - Methodology
- Management Company Fee Schedule

The City may elect to conduct interviews after the completion of the RFP internal review process.

The selected proposer shall be required to enter into a written Agreement with the City in a form approved by the City Attorney.

Any executed Agreement for services by and between the City and the proposer requires formal City Council approval. This RFP and the selected proposer's plan, or any part thereof, may be incorporated into and made part of the final Agreement.

Materials submitted by responding proposer will be evaluated based upon the criteria listed below, the qualifications, quality of the plan, and competence of the proposer to perform the requested services, including the employment of personnel who have significant relevant experience. Preference will be given to those proposers whose personnel have significant experience in managing facilities similar in size and with similar service requirements of the Theatre and can demonstrate knowledge of the potential of the Oroville market. The past performance and the ability of the proposer to successfully maximize sales at new facilities of similar type and size as demonstrated by evaluation of previous clients. Emphasis is placed on quality of work, ability to meet financial objectives, and success in achieving stated performance benchmarks.

The quality and feasibility of the operating and management plan, as demonstrated by the manner and methodology in which the proposer will achieve the requirements in this RFP will be a key element. Evaluations will also include the proposer's demonstrated knowledge of how to manage facilities similar in size and type to the Theatre and demonstrated understanding of the importance of successfully operating the Theatre. Consideration will be given to unique approaches, resources, and experiences of the proposer that will further improve and ensure the success of the center. Emphasis will be placed on the creativity of the proposer in maintaining and enhancing the financial strength of the Theatre through unique approaches to resource allocation, facility utilization, and revenue generation.

4.3 CITY REVIEW PERIOD / TIME SCHEDULE

Given the high profile nature of this project, City staff intends to expedite this project through the approval process as quickly as possible.

- RFP Project submittal period open to the Public - TBD
- Walk-through TBD
- RFP submittal period closed TBD
- Proposer interviews, if needed TBD
- Recommendation to City Council TBD



SECTION 5: ADMINISTRATIVE SPECIFICATIONS

5.1 Special Conditions

The RFP does not commit the City to procure or award a contract for the scope of work described herein.

The City of Oroville reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and company(s) that, in the City's sole discretion, are in the best interests of the City of Oroville.

1. The City reserves the right to:

- (a) Amend, modify, or withdraw this RFP.
- (b) Revise any requirements under this RFP.
- (c) Require supplemental statements of information from any responding party.
- (d) Extend the deadline for submission of responses hereto.
- (e) Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
- (f) Waive any nonconformity with this RFP.
- (g) Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
- (h) Request additional information or clarification of information provided in the response without changing the terms of the RFP.
- (i) Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Management Company. The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of the bidder.

2. Nothing stated at any time, by any representative of the City, will result a change in, or constitute an addition to, this RFP unless confirmed in writing by the City.

3. Management Companies responding hereto must agree to keep confidential their responses and any information received from the City.

4. All information submitted in response to the RFP shall become the property of the City. The information contained in your proposal will remain confidential until the Agreement is executed and will then be subject to public review as public records.

5. Respondents acknowledge and agree that the City will not be liable for any costs, expenses, losses, damages (including damages for loss of anticipated profit), or other liabilities incurred by the respondent or any member thereof as a result of, or arising out of, submitting a proposal, negotiating changes to such proposal, or due to the City's acceptance or non-acceptance of the proposal.

6. Neither the City nor any of its officers, agents, consultants, or employees shall be responsible for the accuracy of any information provided as part of this RFP. All respondents are encouraged to independently verify the accuracy of any information provided. The use of this information in the preparation of a response to the RFP is at the sole risk of the respondent.

7. The respondent shall not collude in any manner or engage in any practices with any other respondent(s), which may restrict or eliminate competition or otherwise restrain trade. Violation of this instruction will cause the City to reject the respondent's submittal. This prohibition is not intended to preclude joint ventures or subcontracts.

8. All responses submitted must be the original work product of the respondent. The copying, paraphrasing, or other use of substantial portions of the work product of another respondent is not permitted. Failure to adhere to this instruction will cause the City to reject the response.

9. When the City has selected a Management Company, the Management Company personnel will be subject to appropriate background checks when/if applicable.

5.2 Compensation of City Staff

The Consultant shall not compensate City staff in any form. City policy expressly forbids City staff from receiving or soliciting any gifts, gratuity, tickets, favor, entertainment, loan, or anything whatever.

5.3 Insurance Requirements

The Management Company shall demonstrate that it has appropriate insurances required to operate the Theatre, including, but not limited to, General Liability Insurance and Workers Compensation Insurance, etc (See Attachment A).

5.4 Business License

All consultants and their subcontractors that work within the City of Oroville shall be required to obtain and maintain a Business License prior to beginning work. Please contact the City's Finance Department at (530) 538-2418 for additional information.

ATTACHMENT A
INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$10,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees and designated volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity

guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Entity, its officers, officials, employees and designated volunteers are to be covered as insured as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or designated volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Verification of Coverage

Consultant shall furnish the Entity with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Entity or on other than the Entity's forms provided those endorsements conform to Entity requirements. All certificates and endorsements are to be received and approved by the Entity before work commences. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

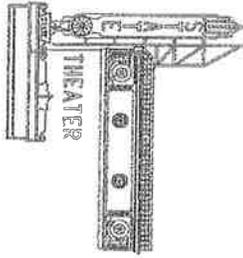
ATTACHMENT B

PROPOSED FLOOR & MEZZANINE PLANS

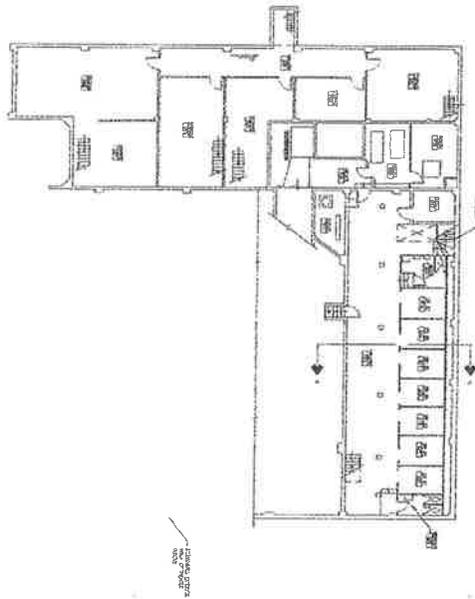
The proposed floor and mezzanine renderings that are part of this attachment are from a Master Plan that was done in November, 2004. Paul Roberts & Partners were retained by the City of Oroville to undertake renovation, restoration and adaptive reuse elements on the Oroville State Theatre. The goal of the Master Plan Phase was to identify all areas of the State Theatre that were in need of renovation and or restoration. Excerpts from the Project Overview include:

- Part I: Restore the Myers Street façade to its original design including restoration of ornamental cast ornament, storefronts (completed 2011), and the re-establishment of the original air lock entry to the theatre. (not accomplished)
- Part II: Rehabilitation and development of the second level above the Myers Street commercial space into a multi-use space serving both the theatre and community. Includes the addition of restrooms and an elevator to serve both the theatre and multi-use spaces. (not accomplished)
- Part III: Restoration of the balcony to use, providing accessibility via the elevator and accessible restrooms and facilities as appropriate. (not accomplished)

EXISTING FIRST FLOOR & BASEMENT PLANS



BASEMENT PLAN

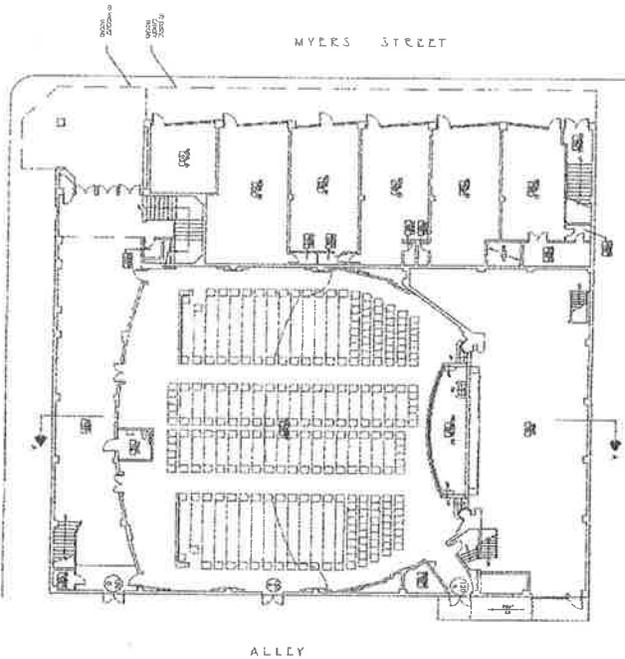


HISTORIC BUILDING INFORMATION:

Building Name: Shea Theater
 Address: 1464 Myers Street, Ocala, FL
 Listing: National Register of Historic Places #10001285
 Period of Significance: 1912 through 1944
 Architectural Style: Spanish Colonial Revival
 Architect of Record: J.R. Mer & T. Pugh
 Area of Significance: Architecture, Community Planning, Education, Entertainment/Recreation
 Owner: City of Ocala

The project building is a qualified historic building and has been subject to approval of the Shea Historic District Code. Work conducted on the building is to be in accordance with the National Secretary of the Historic Standards for the Treatment of Historic Properties.

FIRST FLOOR PLAN

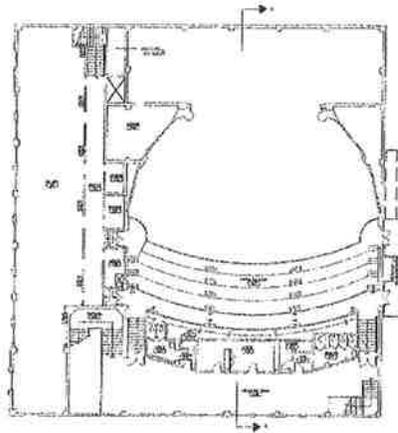


EXISTING LOWER LEVEL PLANS

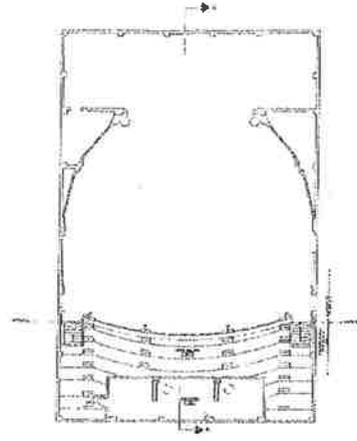
The first floor of the building is shown in the existing first floor plan. The second floor is shown in the existing second floor plan. The third floor is shown in the existing third floor plan. The fourth floor is shown in the existing fourth floor plan. The fifth floor is shown in the existing fifth floor plan. The sixth floor is shown in the existing sixth floor plan. The seventh floor is shown in the existing seventh floor plan. The eighth floor is shown in the existing eighth floor plan. The ninth floor is shown in the existing ninth floor plan. The tenth floor is shown in the existing tenth floor plan.



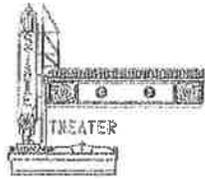
EXISTING SECOND FLOOR PLANS



SECOND FLOOR PLAN / LOWER BALCONY



SECOND FLOOR PLAN / UPPER BALCONY



EXISTING UPPER LEVEL PLANS

"I have the honor to acknowledge the receipt of your letter of the 10th inst. in relation to the above project. I am sorry that I cannot give you a more definite answer at this time. I will be glad to see you when you call on the 20th."

PR+P
PAUL ROBERTS + PARTNERS
Architects & Planners