

**CITY OF SAN BUENAVENTURA
AND
VENTURA FIRE MANAGEMENT ASSOCIATION
(VFMA)**

MEMORANDUM OF UNDERSTANDING

January 1, 2019 through December 31, 2020

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MEMORANDUM OF UNDERSTANDING

CITY OF SAN BUENAVENTURA VENTURA FIRE MANAGEMENT ASSOCIATION (VFMA)

This Memorandum of Understanding is entered into between the City of San Buenaventura, California (hereinafter "City"), and the duly authorized representatives of the Ventura Fire Management Association (hereinafter "Association"), an employee organization formally recognized by the City to represent employees in the Fire Management Unit (hereinafter "Unit") comprising the classes of Assistant Fire Chief and Fire Battalion Chief. This Memorandum of Understanding covers the period from January 1, 2019 through December 31, 2020.

ARTICLE 1 - RATIFICATION

It is agreed that this Memorandum of Understanding is of no force or effect until duly ratified by the membership of the Association and approved by the City Council of the City of San Buenaventura. Each party shall use its best effort to cause such ratification and approval to occur. Following approval by the City Council, the terms of this agreement shall be implemented by appropriate ordinance, resolution, or other official action.

ARTICLE 2 - SAVINGS CLAUSE

If any section, subsection, subdivision, sentence, clause or phrase of this Memorandum of Understanding is for any reason held to be illegal or unconstitutional, such decision shall not affect the validity of the remaining portions of this Memorandum of Understanding. If such should lessen or increase the compensation of employees, at the request of either party, the City and the Association shall meet and confer to endeavor to agree to a replacement provision.

ARTICLE 3 - SCOPE OF AGREEMENT

Subjects within the scope of representation applicable to employees covered by this agreement contained in City Council ordinances, resolutions, or regulations will not be changed without giving the Association the opportunity to meet and confer over the change.

ARTICLE 4 - CITY RIGHTS

- A. The Association recognizes that the City has and will continue to retain, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its municipal services and work force performing those services in all respects subject to this Memorandum.
- B. The City Manager and Fire Chief have and will continue to retain exclusive decision-making authority over matters not officially and expressly modified by specific provisions of this Memorandum and such decision-making shall not be in any way, directly or indirectly, subject to the grievance procedure contained in the City Personnel Rules & Regulations.
- C. The exclusive rights of the City shall include, but not be limited to, the right to determine the organization of City government and the purpose and mission of its constituent departments; to set standards of service to be offered to the public, and, through its management officials, to exercise control and discretion over its organization and operations, to establish and effect administrative regulations consistent with law and the specific provisions of this Memorandum, to direct its employees, to take disciplinary action consistent with due process requirements, to relieve its employees from duty because of

lack of work or for other legitimate reasons, to determine whether goods or services shall be made, purchased or contracted for, to determine the methods, means and personnel by which the City's services are to be provided, including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to the citizens of the City.

ARTICLE 5 - ASSOCIATION RIGHTS

Except as otherwise provided in this Memorandum of Understanding, the Association retains, whether exercised or not, any and all rights it has under its charter and the laws of the State of California and the United States of America.

ARTICLE 6 - NO STRIKES NO LOCKOUTS

Association agrees that it shall not condone, counsel or participate in a strike, work stoppage or slow-down, "sick-in," refusal to perform work, or other "job actions," nor picketing in support of the taking of such actions; and the City agrees that it will engage in no lockouts.

ARTICLE 7 - APPOINTMENT

"At will" employment status shall apply to the class of Assistant Fire Chief only. An Assistant Fire Chief subject to an "at will" dismissal shall retain the right to return to the Battalion Chief position except under a disciplinary process for cause. The Fire Chief retains the exclusive right to at any time return an Assistant Fire Chief to the rank of Battalion Chief solely at the Fire Chief's discretion.

ARTICLE 8 - SALARY

- A. Effective January 12, 2019, the salary ranges and base pay for employees on the payroll as of January 1, 2019 will be increased by 2.75%.
- B. Effective the first full pay period in January 2020, the salary ranges and base pay for employees will be increased by 2.25%.
- C. There shall be a minimum pay differential between Fire Captain top step base-salary (F Step) and Fire Battalion Chief top step salary¹. If the Fire Captain classification receives a pay increase that reduces the differential below the minimum, the Fire Battalion Chief classification shall also receive a pay increase to restore the minimum differential.
- D. The top step salary of the Assistant Fire Chief salary range shall be set at 20% above the top step salary for Fire Battalion Chief.

¹ The minimum pay differential shall be an aggregate of the following percentages:

- 3% - Fire Captain Emergency Medical Technician-Defibrillator (EMT-D) specialty pay shall be included in the Fire Captain base-salary for the purposes of differential calculation for this Article only (2009 MOU).
- 28% - standard differential
- 6.84% - All members in Fire Management group began contributing 9% to CalPERS in exchange for 6.84% in salary (1998 MOU).
- 5.14% - Historically, this reflects a modification of a salary adjustment in 1998 where 5.75% of salary was given in lieu of working 120 additional hours per calendar year. In 2014, this provision was removed which has ultimately reduced the 5.75% to 5.14% due to the requirement that VCFA members were to make an additional 4.5% member contribution to CalPERS (which the VFMA members were already making – for a total of 13.5% contribution).

- E. The Fire Chief shall have the authority to set individual salaries within the ranges upon promotion for employees at his/her discretion. An employee shall be eligible to reach the top of the range if the employee meets the performance expectations of the Fire Chief. Salary increases are not automatic, but the Fire Chief shall have the discretion to grant increases to individual incumbents at any time the range is modified by any increases to the VCFA salary schedule.

ARTICLE 9 - OVERTIME AND RELIEF COVERAGE

A. Operational Capacity.

1. Fire Battalion Chiefs shall be eligible for overtime compensation at a rate of time-and-one-half their hourly rate of pay when:
 - a. Working shifts beyond those regularly scheduled as part of their 56-hour work week cycle, or
 - b. Working emergency and/or special incident operations, City-sponsored special events, or any situation where department protocols related to emergency response require the performance of duties other than those performed during their regular scheduled hours of work.
2. Subject to the evaluation and approval of the Fire Chief, Assistant Fire Chiefs shall be eligible to earn overtime compensation at a rate of time-and-one-half their hourly rate of pay when working emergency and/or special incident operations, City-sponsored special events, or any situation where department protocols related to emergency response or safety require their performance of duties other than during regular scheduled hours of work.

- B. **Administrative Capacity.** As managers, Fire Battalion Chiefs and Assistant Chiefs may be required to work beyond their regular work schedule to represent the City or Fire Department or to perform administrative responsibilities such as, but not limited to, meetings, investigative task forces, conferences, or training. No compensation is provided for the performance of administrative duties that fall outside the regular scheduled hours of work except as outlined in Section A above.

- C. **Duty Chief Capacity.** The term "Duty Chief" shall be defined as the person designated, on behalf of the Fire Chief, to handle all time-sensitive operational and/or administrative duties related to upholding the mission of Ventura City Fire Department, and ensuring quality service to the citizens of Ventura, on a 24-hour basis. These duties may include, but are not limited to, apparatus and/or special position staffing, fire station and/or sector response coverage, deploying and/or authorizing requests for mutual-aid resources, emergency purchase authorization, emergency incident scene management, and representation during DOC and/or EOC activations. The Duty Chief designation will typically be to an Assistant Chief, however that responsibility can be fulfilled by a Fire Battalion Chief when an Assistant Chief is not readily available. No compensation is provided for the performance of responsibilities related to that Duty Chief that fall outside the regular scheduled hours of work except as outlined in Section A above.

ARTICLE 10 - ADMINISTRATIVE ASSIGNMENTS

- A. Employees in the classification of Fire Battalion Chief may be assigned by the Fire Chief to a 40-hour work schedule. Such assignments - the timing, effective dates and the length - shall be at the sole discretion of the Fire Chief and shall not be considered permanent in nature. A Fire Battalion Chief who is assigned to work a schedule other than a 56-hour shift work schedule shall be paid ten percent (10%) administrative assignment pay.
- B. Upon assignment from a 56-hour work schedule to a 40-hour work schedule an employee's paid leave balances accrued on a 56-hour work schedule basis shall be adjusted proportionately downward to provide an equal amount of time off. Upon assignment from a 40-hour work schedule to a 56-hour work schedule an employee's paid leave time accrued on a 40-hour work schedule basis shall be adjusted proportionately upward to provide an equal amount of time off.

To convert paid leave time accruals from a 56-hour work week to a 40-hour work week a conversion factor of 0.7143 shall be used. To convert paid leave time accruals from a 40-hour work week to a 56-hour work week a conversion factor of 1.4 shall be used.

ARTICLE 11 - WORKING-OUT-OF-CLASS

When an employee covered by this agreement is required to fill a higher classification, the employee shall be compensated from the first day of the assignment at a rate that is the greater of the bottom of the current salary range for the position which the assignment has been made or seven and one-half percent (7.5%) higher than the salary s/he was receiving before the assignment, providing that the employee serves in a higher classification for at least two (2) consecutive work weeks (eighty [80] consecutive hours) and that the salary does not exceed the range of the acting classification. Per Government Code Section 20480, when filling temporary vacancies, out-of-class appointments cannot exceed 960 hours per fiscal year (7/1 – 6/30). Any extension beyond 960 hours requires advance written approval from the City Manager.

ARTICLE 12 - INSURANCE PROGRAMS & OPTIONAL BENEFITS

When an employee is initially hired, the employee shall designate how he/she wishes to utilize the City's insurance contributions (for medical and/or dental insurance). If the employee's insurance choices exceed the City's maximum contribution (Sections A and B below), the employee will pay the difference through payroll deduction, on a pre-tax basis to the extent permitted by law.

All employees will be required to re-elect their medical and dental plan enrollments and certify eligible dependents via the City's benefit website during the City's annual open enrollment period. Qualifying mid-year life event changes to medical plan enrollment (e.g., birth of child, adoption, marriage, divorce, etc.) can be requested on the City's benefit website outside of the annual open enrollment period with required documentation within 31 days of the qualifying mid-year life event. Employees may elect to waive the City's medical insurance plans, by providing the City, annually, with proof of alternate group insurance coverage (e.g., spouse's employer group medical insurance plan) as required by the City.

- A. **Medical/Dental.** The City shall contribute per active unit member up to the designated amounts listed in the chart below for the City's group medical and dental insurance coverage. The exact amount of the City contribution per member will depend on the

insurance coverage selected by the employee under the medical insurance plan. There is no cash payment for unused medical-dental dollars.

Maximum Medical/Dental	Employee Only		Employee + One		Family	
	Monthly	Semi-Monthly	Monthly	Semi-Monthly	Monthly	Semi-Monthly
Current Plan Year	\$300.00	\$150.00	\$470.00	\$235.00	\$930.00	\$465.00

B. **Optional Benefit.** The City agrees to provide \$255.00 semi-monthly (\$510.00 per month) per employee as part of an optional benefit program. The purpose of the optional benefit program is to provide money toward medical/dental insurance coverage for employees and their eligible dependents to pay for medical/dental premium costs under the City's group insurance program. Any amount accrued and not used to cover insurance premium costs shall be paid as cash (except as indicated in the paragraph below) on a semi-monthly basis (24 pay periods per year). This cash benefit shall not be subject to retirement withholding, nor shall it be used in retirement calculations.

New City employees hired on or after August 1, 2016, who elect to waive the City's medical insurance coverage by providing proof of alternate group insurance coverage, shall not be eligible to receive a cash payment of unused optional benefit dollars.

- C. The City agrees to provide and pay the premiums for a vision insurance plan for each employee covered by this agreement and their eligible dependents.
- D. The City agrees to provide a basic term life insurance policy for each employee equal to one-times the employee's annual base salary.
- E. The City may reopen the issue of medical insurance if there is a reasonable basis to conclude that the City may be subjected to penalties under the Affordable Care Act.

ARTICLE 13 - RETIREE HEALTH SAVINGS PLAN

The City shall offer part-time and full-time, probationary and regular status employees the opportunity to participate in a retirement health savings plan. Employee participation is governed by the terms and conditions set forth in this Article. The retirement health savings plan is designed to permit employees to irrevocably designate on a pre-tax basis, salary and/or leave payouts (which occur upon termination of employment), to be used to help pay for health insurance costs when the employee is no longer working for the City. No City contribution is made toward the cost of this plan. Further terms and conditions of the plan are set forth in the agreement between the City and the City's designated plan administrator.

Employees covered by this Agreement shall contribute to the Retiree Health Savings Plan as follows:

- A. Employees who are 42 years or older shall contribute an amount equal to five percent (5%) of their base salary.

Effective January 26, 2019, employees who are 42 through 51 years old shall contribute an amount equal to five percent (5%) of their base salary. Employees who are 52 years or older shall contribute an amount equal to ten percent (10%) of their base salary.

- B. All employees shall contribute an amount equal to one hundred percent (100%) of their eligible sick leave and vacation payouts that occur upon termination of employment (see Article 16 "Vacation" and Article 18 "Sick Leave Payout").
- C. The City agrees, upon a request by VFMA, to reopen the Retirement Health Savings (RHS) plan each year (for the term of the Agreement) between January 1st and January 31st for the purpose of reducing or increasing the above-stated base salary percentage contribution, and/or vacation/sick leave payout percentage contributions.

ARTICLE 14 - DEFERRED COMPENSATION

The City agrees to the following contributions to each employee's deferred compensation account, if the member has a current, active deferred compensation account. This applies only to deferred compensation plans offered through the City:

Effective July 7, 2012, the City agrees to make a non-matching contribution of \$44.92 per pay period over 26 pay periods to each employee's deferred compensation account.

ARTICLE 15 - RETIREMENT

A. Retirement Benefit Levels

- 1. "Classic Members" of CalPERS as defined by the Public Employees' Pension Reform Act (PEPRA):
 - a. Will be provided with the 3%@55 service retirement formula;
 - b. The retirement allowance will be computed on the highest one (1) year of final compensation.
- 2. Employees hired on or after January 1, 2013, who are considered "New Members" within the meaning of PEPRA:
 - a. Will be provided with the 2.7%@57 service retirement formula;
 - b. The retirement allowance will be computed on the average of the employee's highest three (3) consecutive years of compensation.

B. Retirement Contributions

- 1. For "Classic Members" of CalPERS as defined by PEPRA:
 - a. Employees contribute the full nine percent (9%) member contribution.
 - b. Employees also pay a portion of the required employer contribution to CalPERS equal to 4.5% of compensation earnable pursuant to Government Code Section 20516(f).
- 2. Employees hired on or after January 1, 2013, who are considered "New Members" as defined by PEPRA:

- a. Will be required to pay at least 50% of the normal cost rate for the retirement formula. For the term of this MOU, employees will pay 50%. The City will not pay any portion of the employee's contribution. (Government Code Section 7522.30)

C. The City Shall Provide the Following Optional Retirement Benefits:

- 1. 1959 Survivor Benefit Level III pursuant to the California Government Code.
- 2. Post Retirement Survivor's Continuance pursuant to the California Government Code.
- 3. Military Service Credit pursuant to the California Government Code.

ARTICLE 16 - VACATION

A. **Accrual Schedule.** Vacation time will be accrued semi-monthly in hourly amounts according to the following schedule:

<u>Years of Service</u>	<u>Hours Accrued</u>		<u>Maximum Accrual</u>	<u>Maximum Payout</u>
	<u>Semi-Monthly</u>	<u>Annually</u>		
Less than 5	5.00	15 days	400 hours	400 hours
5 or more	6.67	20 days	400 hours	400 hours

Vacation accrual shall begin with the employee's initial service date. Employees are encouraged to use vacation time yearly. Employees covered by this agreement who work on a 56-hour work week are eligible for conversion of time using the 1.4 factor.

B. **Vacation Conversion.** Employees covered by this agreement may annually convert up to fifty-one (51) hours of accrued vacation time to cash payout. Employees covered by this agreement who work on a 56-hour work week may convert up to seventy-two (72) hours of accrued vacation time to cash payout. Such payout conversion shall be made on or before December 20th of each calendar year.

ARTICLE 17 - ADMINISTRATIVE LEAVE

Effective July 1, 2008 the Fire Chief may grant up to eighty (80) hours of administrative leave per year to employees covered by this agreement (employees on a 56-hour work week are eligible for up to one hundred twelve [112] hours per year). All hours must be taken during the fiscal year in which they are granted and there shall be no carry over. No payment for unused hours shall be made upon termination. Additional administrative leave beyond the hours provided for above may be granted to cover short periods of absence (less than a full day) for which no accrued leave time is available at the discretion of the Fire Chief.

ARTICLE 18 - SICK LEAVE

A. **Accrual Schedule.** All classifications covered by this agreement irrespective of when hired are eligible to accrue sick leave at eight (8) hours per month (employees on a 56-hour work week shall accrue eleven-point-two [11.2] hours per month) for a maximum accrual of 1,440 hours (2,016 hours when assigned to a 56-hour work week).

B. Pay-Out Upon Separation

1. All employees covered by this agreement shall, after ten (10) years of continuous City service, be eligible to receive an amount equivalent to 25% of their accrued sick leave upon resignation or retirement from employment or in the case of death to the employee's beneficiary. No payment shall be made to an employee who is discharged for cause.
2. All employees covered by this agreement shall, after twenty (20) years of continuous City service, be eligible to receive an amount equivalent to 50% of their accrued sick leave upon resignation or retirement from employment or in the case of death to the employee's beneficiary. No payment shall be made to an employee who is discharged for cause.

C. **Sick Leave Death Benefit.** The City will pay an amount equivalent to 100% of an employee's accrued sick leave, up to a maximum of 1,440 hours (2,016 hours when assigned to a 56-hour work week) to the employee's beneficiary when an employee's death results from personal injury sustained in the line of duty, which qualifies the employee's beneficiary to Public Safety Officers death benefits under the "Public Safety Officers Benefits Act of 1976."

ARTICLE 19 - HOLIDAY PAY

Employees covered by this agreement (Assistant Fire Chief and Battalion Chief) are essential staff and required to work holidays and shall be credited with holiday time in the first pay period each year which may be taken off during the calendar year or paid in cash. Employees assigned to a 40-hour schedule shall receive one hundred-twenty (120) hours of holiday time and employees on a 56-hour schedule shall receive one hundred-sixty-eight (168) hours. At their option, employees may take holiday time off, with the approval of the Fire Chief, or convert holiday time to a cash payout that shall be paid on or before December 20th of each calendar year.

Any separating employee will receive a prorata cash-out of holiday leave hours equivalent to 4.6 hours (for 40-hour employees) or 6.5 hours (for 56-hour employees) per pay period up to and including the pay period in which the employee separates from City employment. The dollar value of any holiday hours used in excess of the prorata bi-weekly accrual will be deducted from the employee's final check. During the term of this MOU, the union may reopen the provisions of this article.

ARTICLE 20 - CALIFORNIA PARAMEDIC LICENSE RENEWAL

The City will cover the biennial license renewal fee (approximately \$200) for employees who wish to maintain a California state paramedic license.

ARTICLE 21 - TUITION REIMBURSEMENT PROGRAM

Unit members are eligible to participate in the City's tuition reimbursement program in accordance with the City Administrative Policy and Procedure 12.7. The City reserves the right to amend or delete such policy at any time. Prior to any amendments and/or deletions the City will notify the unit and provide an opportunity to meet and discuss such amendments and/or deletions before implementation.

ARTICLE 22 - PHYSICAL EXAMINATION PROGRAM

A. The parties agree that Firefighter physical examinations will be required of all employees covered by this MOU at the following intervals:

<u>Age</u>	<u>Frequency</u>
Under Age 40	Every 3 years
Age 40 to 50	Every 2 years
Age 50 and over	Annually

B. Follow-up tests will only be authorized as medically indicated by an examination report, and pre-approved by the City, when the purpose is to determine the employee's fitness for duty. For any other follow-up tests or treatment, the employee will be referred to his/her private physician.

C. In the event new substantial procedures are added on a mandatory basis to the current Department Physical Fitness Program, implementation shall be accompanied by such physical examinations and tests as deemed appropriate in the judgment of the City's designated occupational medical provider.

D. An employee will be advised and required to give written approval to have summary exam results sent to the Fire Chief. Such reports shall reflect the employee's fitness to perform assigned duties and shall remain confidential. The employee shall be entitled to inspect; forward to a primary care physician and photocopy his/her personal summary medical reports resulting from such examinations, except that nothing herein shall be construed as waiving any statutory privileges.

ARTICLE 23 - VEHICLE ALLOWANCE/ASSIGNED VEHICLES

No employee has a right to an assigned vehicle. Vehicles are assigned at the discretion of the Fire Chief. If an employee is absent from work for more than three (3) consecutive pay periods (except for the use of vacation or holidays), any City assigned vehicle will be returned to the City for reassignment.

Fire Battalion Chiefs and Assistant Fire Chiefs shall not be eligible for an auto allowance in consideration for an increase to the salary differential between F step Fire Captain and Fire Battalion Chief.

ARTICLE 24 - UNIFORM ALLOWANCE

Employees covered by this agreement will be expected to comply with the uniform requirements and standards as established by the Fire Chief. Replacement of damaged, worn or otherwise unserviceable uniform items shall occur according to department policy. A uniform maintenance allowance in the amount of five hundred and fifty dollars (\$550) per year shall be provided each employee payable in 26-biweekly installments of \$21.15. This allowance shall be for maintenance, repair and cleaning of City-provided uniforms and/or all equipment and wear and tear of prescribed items of clothing for plainclothes.

ARTICLE 25 - FLEXIBLE SPENDING PLAN (Child Care and Medical Expenses)

The City will provide Flexible Spending Accounts (FSA) to the employees in this unit.

ARTICLE 26 - SEVERANCE BENEFIT

The following severance benefit package is available to employees who are laid off:

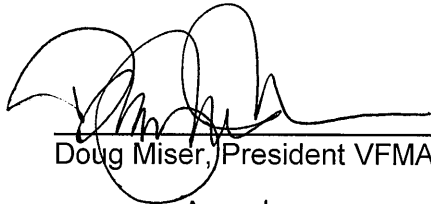
- Cash payment equal to one (1) week of salary for each year of service plus one additional week with a maximum benefit of thirteen (13) weeks of salary. A partial year of service will be rounded up to the next whole year.
- Cash payment equal to twelve (12) months of the average monthly optional benefit cash provided to all employees, to allow for continuation of insurance coverage. Employees hired after August 01, 2016 who elect to waive the City's medical insurance coverage by providing the City with proof of alternate group health insurance coverage, will not be eligible to receive this cash benefit
- The City will provide one (1) month of access to professional outplacement services.

Receipt of the severance package is subject to the employee signing the City's Release and Waiver Agreement.

ARTICLE 27 - TERM OF AGREEMENT

The term of this Agreement shall be for twenty-four (24) months commencing January 1, 2019 through December 31, 2020.

For the Association:



Doug Miser, President VFMA

1/17/2019

Date

For the City:

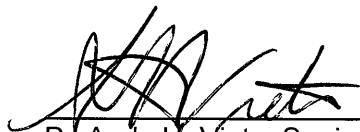


Alex D. McIntyre, City Manager

1/22/19

Date

APPROVED AS TO FORM:
Gregory G. Diaz, City Attorney



By Andy H. Viets, Senior Assistant City Attorney