SETTLEMENT AGREEMENT AND GENERAL RELEASE

*THlS* SEITLEMENT AGREEMENT AND GENERAL RELEASE {hereinafter

referred to as "Agreement") is made and entered 'into by ·and between Plaintiff YOLANDA KUENY (hereinafter refetted to as "PJaintiff") and Defendants CITY OF CAMARILLO {"CITY") and BRUCE FENG ("FENG") (hereinaftr referred to as ''Defendants") and shall be effective when the Agreement and Exhibits 1, 2 and 3 hereto 4as been signed by all parties ("Effective Date").

W IT N E S SE T H:

WHEREAS, PJruntiff was employed by J?efendant CITY during the period.froni about January 1998 through the present, !"ith her current position as Assistant Human Resources Director; and

.in or about August 14, 2002, Plaintiff :filed a clahn with the Workers Compensation Appeal Board (''WCAB"), designated as WCAB Case Nos. CJP 019867CA for injuries arising on August 9, 2002; and

WHEREAS, .in or about March 2011, Plaintiff filed n cloim with the Workers Compensation AppiiaJ:B'ciard, designated as WCAB Case Nos. ADJ 8004463 for injuries adsing on November'>\*2010rlao FENG; and .

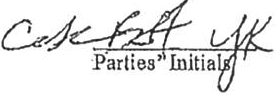
WHEREAS, on or t l:f.4:rovember 14, 2011, Plaintiff filed a charge of discrimination with tho Department of Fair Employment and Housing ("DFEH"), designated as DFEH Charge No. E2001l 12-H-5236-00 and E2001112-H-5236-01

("Charges") alleging, retaliation, harassment, and failure to prevent harassment against CITY and FENG; and .

WHEREAS, on or abouf.Novrober 27, 2012, Plaintiff filed a lawsuit in the Superior Court of California, County of Ventura, which lawsuit was entitled "YOLANDA KUENY, Pla.intiff, v. CITY OF CAMARILLO and BRUCE FENG; and DOES 1 - *25,* inclusive. Defendants," and designated as Case No. 56-2012-00427311- CU-OE-VTA ("Complaint") and bas been litigated by Plaintiff with the help of her attorney, Ferguson Case Orr Paterson LLP; and

WHEREAS, Plaintiff has had the opportunity to consider this Agreement forup to twenty-one (21) days and the advice of legal counsel has been obtained by Plaintiff prior . to signing this Ag7:eemeot; and

* + - REAS, Plaintiff and Defendants understand and agree that pursuant to statute, PJaintiff has seven (7) days following the execution of this Agreement to revoke. this Agreement; and



WHEREAS, Plaintiff and Defendants desire to settle fully and finally all differences between them, including, but in no way limited to, those differences embodied in the aforementioned Cha1·ges and Complaint, and/or which arose out \_of, relates to, or followed Plaintiff s employment with Defendant CITY in any way whatsoever; and

NOW, THEREFORE, In consideration of the promises herein contained, IT IS

AGREED AS FOLLOWS:

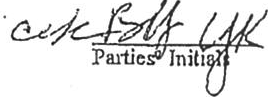
FIRST: Complete Release.

In retuin for the consideration provided in Paragraphs FIFTI-J, SIXTII, SEVENTH, EIGHTH,NINTII, and TEN'IH of this Agreement, to which Plaintiff would not othe1wise be entitled, Plaintiff, for herself, her heirs and assignees, does hereby

.unconditionally release, discharge and hold Defendants, including each past,present and future individual members of the City Council for Defendant CITY and each and every past, present and future officer, employee, agent, attorney, successor, assign and representative of Defendants, harmless from, and covenants not to sue upon, each and every complaint, action, claim, 1·1ght, charge, demand, liability, obligation, promise and agreement of any kind or nature that Plaintiff had, has now or might hereafter claim to have against Defendants as of the date of execution of this-Agreement including, but not limited to, any and all claims for damages, expenses, costs, or injuries whatsoever sustained by Plaintiff occasioned directly or indirectly by her employment with Defendant CITY, including, but not limited to, those incidents alleged in the Charge and Complaint on file in the action, and further from any actions, claims, rights, liabilities, charges or demands of any nature whatsoever which may be raised pursuant to any law, constitution, statute, regulation, or any common law theory, whether in tort, contract,· equity or otherwise (with all of the foregoing collectively referred to as "Claim(s)").

Specifically includea in Plaintiff's release of Claims are all employment Claims for injury or damages of any kind to Plaintiff, including, but not limited to, those arising undeJ' the Fair Labor Standards Act (including the Equnl Pay Act), the Civil Rights Act .of 1964, as amended, the Americans with Dfaabilities Act, the California Fair Employment and Housing Act (which Acts prohibit discrimination based upon race, religion, sex, pregnancy, age, color, national origin, ancestry, handicap or disability, medical condition and marital.status), Age Discrimination inEmployment Act, the public policy of the state of California and the United States of America, the California Family Rights Act of 1991, the Califomia Constitution , the California Labor .Code, the United States Constitution, and the Employee Retirement Income Security, Act.

Thls Agreement does not waive or release any rights or claims that Plaintiff may have under the ADEA, if any, which arise after the date Plaintiff executes this

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Agreement. No such rights or claims shall be deemed to arise from any action specifically contemplated by and taken pursuant o this Agreement.

SECOND: Unknown Claims.

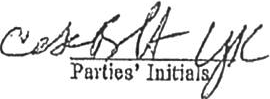
Plaintiff acknowledges and agrees that, for the consideration stated in Paragraphs FIFTH, SIXIB,SEVENTH, EIGHTH, NINTif, and TENTH .of this Agreement and as a material jnducemont to Defendants to enter into this Agreement, this Agreement is intended as a full and complete release and discharge of any and all claims fuat Plaintiff may or might have or had by 1•eason of the happening of the incident.'! set forth Paragraph FIRST of this Agreement or based upon any other matter between the parties arising on 01· before the date of execution of this Agreement, and in accepting the consideration stated in Pal'agraphs FIFTH, SIXTH, SEVBN'P!, EIGHTH, NINTH, and TENTH, after consulting with her representative or counsel of choice, Plaintiff hereby releases and discharges any and all such claims, and intends and does hereby release and discharge Defendants, including each *past,* present and future indjvidual members of the City Coundl for Defendant CITY and each and every past, present and future officer, employee, agent, attorney, successor, assign and l'epresentative of Defendants of and from any and all liability of any nature whatsoever for all damages, general or special, exemplary or pwtltive, or injury or injuries to Plaintiff specifically including. but not limited to, all expenses to which Plaintiff mny hnve been put, and also including, but not limited to, all consequential damages on account of said incidents, as well as for all consequences, effects and results of such incidents and resulting damages, ·general, special, exemplary or punitive, or injury or injuries, whether the same or any circwnstances pertaining thereto are now known or unknown to Plaintiff or anyone else, or have already appeared or developed, or my now be latent or may inthe future appear or develop, or become Jmown to Plaintiff or anyone else. Plaintiff understands and agrees FURTHER, THAT ALL HER RIGHTS UNDER SECTION 1542 OF THE CALIFORNIA CIVIL CODE ARE HEREBY EXPRESSLY WAIVED. Plaintiff

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understands that Section 1542 of the Califomia Civil Code provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the tlme of executing the release, which if known by him or he1·must have materiaJly affected his or he!'settlement with the debtor."

Thus, notwithstanding the provisions of Section 1542, and for. the purpose of implementing a fulJ and complete releaso and discharge of the Defendants, Plaintiff exp1·essly acknowledges tl,at this Agreement is Intend to include in its effect, withot limitation, all claims which Plaintiff does not ]mow or suspect to exist inher favor at the time of execution hereof, @nd that this Agreement contemplates the extinguishment of any such claim or claims.

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Therefore, Plaintiff hereby assumes the risk of any damage or injul'y which may now be latent or unexpected or which may hereafter appear, develop or occur asfue result of said incidents, and Plaintiff will hold Defendants and all of said persons, firms, associations and corporations harmless from any and all claims therefore.

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Further, Defendants do hereby, and on behalf of their officers, employees, agents, and .. assigns, release any and all claims, charges, liabilities, obligations, agreements, or demands of any nature whatsoever, it may or might have or had by reason of Plaintifrs

acts or omissions as an employee of Defendant or based upon any other matter

whatsoever between her and Defendants arising on or before the date of execution of this

\_Agreement. Notwithstanding the provisions of Clvil Code Section 1542 recited above, and for the purpose of implementing a full and complete·release and discharge of the Plaintiff, Defendants expressly acknowledge that this Agreement is intended to include in its effect, without limitation, all claims which Defendants do not know or suspect to exist in their favor at the time of execution hereof, and that this Agreement contemplates the e.xtinguishment of any such claim or claims.

TIIIRD: Dismissal with Prejudice.

Within ten days of the Effective Date, Plaintiff agrees to dismiss with \_prejudice said Complaint against Defendants entitled "YOLANDA KUENY. Plaintiff. v. CITY OF CAMARILLO and BRUCE FENG: and DOES 1 - 25. inclusive. Defendants,'' and designated as Case No. 56-2012-00427311-CU-OE-VTA now pending in the Superio1· Court of the State of California, County of Ventura. Plaintiff's attorneys will provide . counsel for Defenda·nts with a conformed copy thereof. All parties further agree that at

the time they execute this Agreement thoy will also execute a stipulation that the court shnll l'etain jurisdiction to enforce 'the Agreement pursuant to Code of Civil Procedu.t·e Section 664.6 and will execute any further documents necessal'y to accomplish the same.

FOURTH: :Plaintiff's Attomey to Execute Fotm W-9.

Plaintiff's attorneys, Ferguson Case Orr Paterson LLP, agt'ee to execute federal Form W-9, Request for Taxpayer Identlfiontion Number and Certification, in order to provide his Taxpayer Identification Number incompliance with the Taxpayers Relief Act of 1997 before any settlement monies can be paid by Defendant to Plaintiff.

FIFTII:Payment by Defendant.

Defendant agrees that when Declues, Burkett & Thompson, LLP, receives the fully executed original of this Agreement, and the fully executed request for dismissal of the medical expenses portion of Plaintiff's Workers' Compensation claims, and provided that Plaintiff does not revoke her consent to this Agreement within seven days of her execution, the CITY's liability coverage provider Clifomia Joint Powers Insurance

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Authority shall pay Plaintiff lhe total sum of One Hundi·ed Fifty Thousand and No/lOOs Dollar ($150,000.00) payable as follows: 1) the amount of *$50,000* to Yolanda Kueny at 12106 London Grove Court, Moorpark California 93021 within twenty days of the Effective Date of this Agreement; 2) the amount of $50,000 to Yolanda Kueny at 12106 London Grove Court, Moorpark Califomia 93021no earlier than January *2,* 2014 and no later than January 10, 2014; and 3) the amount of $50,000 to Ferguson Case On Patterson LLP within twenty days ofthe Effective Date.

Plaintiff agrees that the fu]l payment of the amounts set forth in this Paragraph, and in Paragraphs .SI.XTII, SEVENTII and EIGHTH, is in full, complete and final settlement of any and all civil claims which Plaintiff 1µay or might have, or had agajnst Defendants, including; but not limited to claims for attorneys' fees, or any other claims arising out of any conduct attributable to Defendants on or before the date of execution of this Agreement, including, but not limited to the Charge and Complalnt. In addition, Plaintiff is concurrently executing a Compromise and Release concerning the WCAB Case Nos. CJP 019867CA and ADJ-8004463.

Plnintiff represents 'and agrees that if the appl'Opriate governmental entity fmds any or all of these settlement monies described herein to represent taxable earnings, Plaintiff will be responsible for the payment of Plaintiff's taxes. Plaintiff further represents and agrees to indemnify, secure and hold Defendants harmless from and against any and all penalties, in any fonn, resulting from or relating to Defendants' payment of such settlement monies without withholding of any taxes but Plaintiff will not be responsible for Defendant' s taxes or penalties, if any.

SIX.TI!:Workers' Compensntion .Claim.

Plaintiff represents and agrees that as a- material inducement for Defendants to enter into this Agreement, Plaintiff will execute a Compromise and Relea se of the medical expenses po1tion of Plaintiff's workers' compensation rights under the California Workers> Compensation Act in connection with the Workers' Compensation claims identified as WCAB Case Nos. CJP 019867CA and ADJ 8004463 for the amount of consideration of $221500. The parties agree that a separate C&R may be .filed in each of the above referenced cases. Plaintiff represents and agrees that as a material inducement for hei• to enter into this Agl'eement, that defense counsel for Defendant on th Workers' Compensation claim will have the responsibility for seeking the approval ofthe Workers' Compensation Appeals Board for said Compromise and RoJease(s) ao1. ees to file all necessary paperwork to accomplish this approval within ten days·ofthe Effective Date of this Agreement. The parties agree to cooperate in good faith *t* accomplish their respective obligations. Plaintiff further understands and agrees that this Agreement and the payment of $22,500 of the considerntion specified in subsection 2 of Paragraph FlFTH is contingnt on the Workers' Compensation Appeals Board's app1·oval of the

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Compromise and Release mentioned herein. If, for any reason, the parties are unable to reach a settlement of the Worker•s Compensation cases, then this Agreement shall remain in full force and effect as to the Civil Case.

SEVENTH: Admlnist1·a1ive Leave With Pay.

As a further matedal inducement to enter this Agl'eement, CITY agrees to place Plaintiff on administJ:ative leave with pay for a period of eighteen (18) months commencing on July 8, 2013 ("Leave Period"). During the Leave Period, Plaintiff wHl receive the same salary and benefits that shewould have received if she were at work and performing her job duties for CITY, including all retirement benefits service credjt subject to the provlsfons of the paragraph hnm.ediately below. Plaintiff agrees that, upon request by the City, she wil1 remain available to assist in responding to human resource related inquiries from the ClTY during the Leave ·Period. The paychecks to Plaintiff during the Leave .Period *will* not include a reference to paid administrative leave unless requked by Jaw. During the Leave Period, Plaintiff shall be entitled to receive the same salary and benefits adjustments including, but not Jimited to cost of living adjustments, one time payments in lieu of cost of living adjustments, and adjustments to salary bands and schedules as granted by the City Council for competitive service and mid management employees.

Defendant CITY makes no representations or warranties regarding service credit, or any o1her benefit, by the Public Employees Retirement System ("PERS"). for the payments to Plaintiff during the Leave Poriod, Defendant CITY shall report its PERS contribution for Plaintiff in the .same manner as CITY does for other CITY employees not on paid administrative leave. In the event PERS for any reason l'ejects or denies service credit for Plaintiff for any portion of the Leave Period ("Denial Portion"), then the City wlll not .file an appeal of the PERS action, bt1t the City will at its own cost cooperate with Plaintiff's appeal of the PERS action. If the PERS decision to reject or deny servico credit becomes final following any appeal by Plaintiff or other proceedings by Plaintiff: then the City shall:

(1) For Po1'tion of Leave Pe1fod covered by the Denial Portion: Wi:fuin twenty

1. days after the decision of PERS becomes final, submit a request to PERS for a refund of the PERS conb:ibutions (employee and employer portions) paid by the City for Plaintiff for the Denial Portion and within twenty (20) days of the receipt by the City from PERS of any refund the City will pay the refund amount to the Plaintiff.
   1. For Portion of Leave Period -not covered by Denial Portion: If there are any portions of the Leave Period not covered by the Denial Portion and for which the City has not yet paid the PER$ C<?ntribution for Plaintiff, then City shaU pay tho PERS contribution (employee and employer portions) for Plaintiff to PERS for that portion not covered by the Denial Portion provided that PERS accepts such contributions.

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* 1. Ifthere is someportion of the Leave Period which is not covered by (1) and

1. above, then fo1• such uncovered portion, the City pay Plaintiff the equivalent amount it would have paid PERS for both *City's* employer rate and the employee's rate for that portion of the Leave Period.

Plaintiff agrees not to enter City Hall premises during the period of June 10, 2013 through January 8, 2015 except that Plaintiff wi11 come to City Hall on a mutually agreeable Saturday pdor to August 31, 2013, or such later date asmutually agreed upon in writing by the City and Plaintiff, to obtain her pel.'sonal possessions. Prior to that time City agrees not to remove, relocate, or store her personal possessions from their present location. ·

Except as required by law, Plaintiff agrees not to communicate inany manner with any current or former City employees or their representatives l'egarding City personnel matters coencing from June 10, 2013 and continuing until July 8, 2015 except for­ conuriunications, ifany, requested by the City pursuant to paragraph SEVENTH.

EIGHTH: Restoration of Used Leave Time & Interim Paid Administrative

Defendant CITY agrees to restore to Plaintiff leave tlme in the amount of one hundred forty seven (147) hours which can be cashed out at any time, but no later than December 31, 2013. During the *period* of June 10, 2013 10 July 8, 2013, CITY shaJl place Plaintiff on interim paid administrative leave.

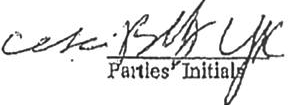
NINTH: Neutral Letter of Reference and City TiJe.

Defendant CITY agrees that when·the steps set forth in Paragraphs THIRD and FOUR.TI-I above have been completed, and when Declues, Burkett & Thompson, LLP receives the fully executed original of this Agreement, the fully executed original of the Request for Dismissal with Prejudice, and the fully executed Form W9, within the time set forth in Paragraph FOURTH above, Defendant CITY will provide Plaintiff with a neutral lette1·of reference, which will be addessed to "To Whom It May Concern" and

will be placed in Plaintiff s personnel file and whicll wm only lists th:e positions held by

Plaintiff and Plaintiff's final salary while employed by Defendant CITI. A true and correct copy of Plaintiff s letter of reference is attached hereto as Exhibit "2". Any verbal response to inquiries concerning Plaintiff will be consistent with the substance and intent of the letter of reference.

Defendant CITY agrees to issue to Plaintiff a "City Tile'>, which will be mailed to Plaintiff's attorneys, Ferguson Case Orr Paterson LLP no later than 30 days after the Effective Date.

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TENTH: Mutual Waiver of Attorney' s Fees and Costs, and Costs of Mediation,

Itis further agreed for the consideration stated herein that Plaintiff and Defendants will each bear their QWn costs, expen'ses and attorneys' fees not expressly set forth herein in connection with the lawsuit arising from the Complaint.

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This Agreement 1•epresents the full and complete release of any and all claims that P1ain1iff may or might have, or had, her attorneys, Ferguson Case Orr Paterson LLP, may or might have, or had, by reason of the happening of said incidents, including, but not limited to the filing of 1be above-referenced lawsuit and discrlrninatlon charge, and Plaintiff, and her attorneys,Fe1•guson Case Orr Paterson LLP, by signing this Agreement, intend to and do hereby release and discharge Defendants of and from any and all liability of any nature whatsoever for attorneys' fees, costs and expenses, on account of said incidents, including, but not limited to, the above-referenced lawsuit and discrimination charge and any and all outstanding liens fo1· attorneys' fees, costs and expenses by anyone currently on file therein. . ·

The California Joint Powers Insurance Authority agrees to pay the full cost for the mediation before *Kim* Deck, Esq.

ELEVENTH: Resignation and No Reemployment.

Except as specifically provided for in paragraph TWENTIETH below, Plaintiff represents and agrees that as a condition of the consideration specif1ed in Paragraphs *FIFTH,* SIXTH, SEVENTH, EIGHTH, NINIH, and TBNTI:I, and as a material

inducement to Defendants to enter into this Agreement, Plaintiff hereby agrees to execute a resignation letter indicating her resignation date as January 8, 2015. With the exception expressly set faith in paragraph TWENTIEIB below, Plaintiff's signed letter of resignation which can never be revoked is attached hereto as Exhibit "3" and is incorporated into this Agreement as a material term. Plaintiff further agrees to return all CITY property in 4er possession including, but not limited to, all keys to CITY propercy inhe ·possession, ifany.

Plaintiff represents and agrees that, as a condition of the consideration specified in Paragraphs FIFTH, SIXTII, SEVENTH, EIGHTII, NINTH, and TENTII, and as a

material inducement to Defendants to enter into this Agreement, Plaintiff waives any right to employment or reinstatement with Defendant CITY and agrees that Plaintiff wlll not apply *foi* employment or relnstaterq.ent with Defendant CITY as an employee or a volunteer. Plaintiff further agrees that with the exception expressly set forth in paragraph TWENTIBTII below, she will not institute or join any action, lawsuit or prnceeding

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against Defendant CITY for any failure to·employ, reemploy, or 1'einstate her as an

employee,regardless of type, or to allow her to volunteer.

TWELFTH:No Filings by Plaintiff.

Plaintiff represents that she has no pending complaints or charges against Defendants with any local, state or federal agency or court, other than the aforementioned lawsuit arising from the Charge and Complaint. Plaintiff repronts and agrees that she will not file any o1her complaints or charges against Defendants with any local, state or federal agency *ot* court at any time hereafter based upon any matter related to Plaintiff s employment with Defendant CITY or thereof based upon any matter arising on or before the date tWs Agreement is executed by Plaintiff. Plaintiff further represents and agrees that if any agency or court has assumed or does assume jurisdiction of any such

. complaint or charge against Defendants on behalf of Plaintiff, she will request such agency or court to withdraw from the matter. This Agreement-is not intended to apply to Plaintiff s pending Workers' Compensation Claim which the parties intend to l'esolve by a sepru:ate Compromise and Release before the WCAB. This provjsion shall not prohibit Plaintiff from seeking redress to enfol'ce her rights under this Agreement.

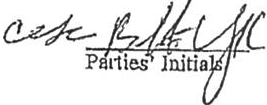
TIURTEENTH: Confidentiality.

The parties agree that the terms of this Agreement, the details of all neg0tiations relating to this Agreement, and the details of the substance or the existence of any belief that Plaintiff may have that Defendants or any of its employees engaged inany improper, unlawful or tortuous conduct towal'ds her or y other person (the "Confidential Info1mation"). are confidential and, after the date of execution of this Agreement, the parties shall not affirmatively seek to disclose, discuss or communicate .to any thkd party (including any current or former City employees or their representatives), except as required by law. The parties' agree they will each respond to any inquiry that they may receive from any third parties regal'ding the Agreement, or any party to ·the Agreement, by stating only that "the matter has been resolved" without any further elaboration, discussion or disclosure..

Plaintiff acknowledges that this Agreement must be produced by the CITY upon request of a third party in accordance with the provisions of the California Public Records Act, California Goverrunent Code §§ 6250 et seq.

. FOURTEENTH: No Admission of Liability.

Plaintiff understands that this settlement and tbo entering into of this Agreement by Defendants is not an admission of any liability wbatsoevel' for any wrongdoing with respect to Plaintiff by Defendants or by any person, firm, officer, employee, member of

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the City Council, agent, association, public entity or corporation, but *is* incompromise of a disputed claim.

.FIFTEENTH: Full and Independent Knowledge .

The parties agree that they have not been influenced to any extent whatsoever in making this Agreement by any representations o.i: statements regarding this Agreem'ent, the legal 1iability there under, or any other matters, made by tbe other parties who are hereby released, r by any person or persons representing the other parties.

Plaintiff represents and agrees that ·she understands that this Agreement is the result of extensive bargaining and negotiation between attorneys for Defendants and attorneys for Plaintiff and that during tnls bargaining and negotiation the subject of personal injul'ies, general and spec1a1damages, and punitive or exmplary damages were discussed, and Plaintiff hereby decla1·es and represents that sheis effecting this settlement and executing this Agreement after having carefully read the Agreement and having received full legal advice as to her rights from her attorneys, Ferguson Case Ott .Paterson LLP. Plaintiff further repl'esents that she has cat·efully read and fu11y understands the final and binding effect of the provisions of this Agreement, that the only promises made to Plaintiff to sign this Agreement are those stated herein, and that Plaintiff is signing this Agreement voluntarily.

SIXTEENTH: Defense of Action

The City represents and wammts that it will defend at its sole .cost any action brought to cancel or deem void the Agreement, In the singular event the Agreement is cancelled or deemed void, the parties agree Plaintiff will be returned to the status quo before the matter was settled, i.e., she will be an employee of this City in her position as Assistant Human Resources Director and upon repayment to . the City and CJPIA of consideration she received under this AgL·eement as provided in Paragraphs FIFTI:I, SEVENTH and EIGHTH she may proceed with all claims, without regard to statute of

limitations. ·

SEVENTEENTII: Ownership of Claims.

Plaintiff represents that she has not heretofore assigned or transferred, or purported to assign or transfer, to any pers·on or entity, any claim or any portion thereof, or interest therein. Plaintiff further represents that there are no outstanding lienholders with any interest in the subject matter of this Agreeent or Plaintiff's claims resolved by this Agreement and that, should any person or entity claim an interest in the subject matter of this Agreement or the payments made to Plaintiff by Defendan1s as part of this

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Agreement, that such claims can only be made against Plaintiff. Plafotiff agrees to indemnify and defend any such claims made against Defendants.

EIGHTE ENTH: Successors.

This Agreement shall be binding upon the jndividua ls nnd entities signing below and upon their successors, heirs, adminisb:ators, representatives, executors, and assigns, and shall inue to the benefit of the fodividuals nd entities signing below and to their heirs, achninjstrators, representatives, executors, successo1·s and assigns.

NJNETEBNTII: Governing Law.

This Agreement jg made and entered into in the State of California and shall in all respects be interpreted,. enforced nod governed unde1·the laws of the State of California.

TWENTIETH: Severabitity.

With the exception of paragraphs FIFTH, SIXTII, SEVENTII, EIGHTII, and ELEVENTH, -should any other of the provisions of this Agreement be declared or be determined by any court *to* be illegal or invalid, the validity of the remaining parts, terms or \_pl'ovlslons shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a pw.t of tlus Agreement. Paragraphs F.IFTH, SIXTH, .SEVENTH, EIGHTH, and BLEVENTII are not severable and if one or more of these Paragraphs are found by the final judgment of any Court to be illegal or invalid, then this entire Settlement Agreement is void in which event the parties agree Plaintiff will be returned to the status quo before the matter was settled, i.e., she will be an employee of this City in her position as Assistant Human Resources Director and upon repayment to the City and CJPlA of consideration she received under tlus Agreement as provided in Paragraphs FIFTH, SEVENI'H and EIGHTH she mn.y proceed with all claims, without regard to statute of limitations.

TWENTY -FIRST: Notice.

Any notice to be given hereunder shall be in writing and delivered personally or sent by first class mail, postage prepaid, to the addresses set forth below, or to such other address as either party may designate by written notloe to the other:

Plaintiff YOLANDA KUENY:

James Q. McDermott, Esq. Ferguson Case On·Paterson LLP 1050 South Kimball Road Ventura, CA 93004

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Defendants

CITY OF CAMARILLO

BRUCE FENG:

Jeffrey P. Thompson, Esq.

Declues,BUl'kett & Thompson, LLP 17011Beach Boulevard, Suite 400 Huntington Beach, CA 92647

TWENIY-SECOND: Proper Construction.

The language of all *parts* of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against any of the patties.

As used in this Agreeme!)t, the term "or" shall be deemed to include the term "and/or" and the singular or plural number shall be deemed to jnclude the other whenever the context so indicates or requ.i.t·es.

The paragraph headings used in this Agreement al'e intended solely for convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in the interpretation of any of the provisions hereof. The location of the paragraph is not intended to express the priority or importance of said paragraph.

TWENTY-TIIlRD: Execution of Agreement in Counterparts & Further Acts

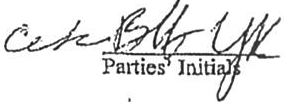
This Agreement will be executed in counterparts, each of which shall be deemed an original, but allof which, taken together, shall constitute one and the same Agreement The parties agree that this Agreement may bo executed and transmitted by facsimile or email and that such signatures shall have the same legal force and effect as original signatures.

The parties furthe1• agree that they will execute all such further and' additional documents as shall be reasonable, convenient, necessary or desirable to cal'ry out the provisions of this Agreement. CITY agrees to cooperate in securing employees post- . employment benefits.

TWEN1Y-FOURTH: Waiver.

It is further asreed by the parties that no term or condition of this Agreement shall be deemed to have been waived, nor shall there be ahy estoppel against the enforcement of any provisions of this Agreement, except by an express written instrument of the party charged with such a waiver or estoppel. No such written waiver shall be deemed a continuing waive1·unless specifically stated therein, and each such waiver shall operate only as to the specific term 01· condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specHically waived.

TWENTY -FIFTH: Entire Agreement.

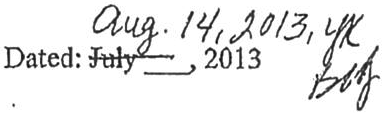
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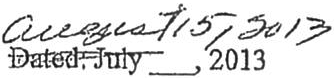
This Agreement sets forth the enth'e agreement between the parties hereto and fully supersedes any and nil prior Agreements or understandings between the parties hereto pertaining to the subjct mattr hereof.

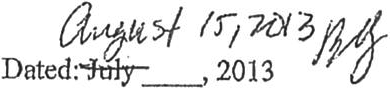
This Agreement cannot be amended, altered, modified or superseded except by a

written agreement so stating signed by Plaintiff and Defendants or their representatives .

PLEASE READ ·CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

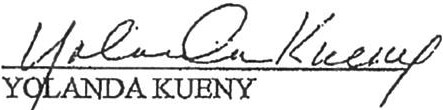






Dated: July 2013

Plaintiff YOLANDA KUENY:



Defendants

City of Camarillo

By &

MAYO CHARLOTTE CRAVEN

### By:.

California Joint Powers Insurnnce Authority

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This Agreement sets forth the entire agreement between the partles hereto and fully supersedes any and all prior Agreements or understandings between the parties hereto pe1tainlng to the subjct mattr hereof.

This Agreement cannot be amended, altered, modified or superseded except by a written agreement so stating signed by Plaintiff and Defendants or their repl'esenta\_tives.

PLEASE READ CAREFULLY. THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

Dated:

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Plaintiff YOLANDA KUENY:



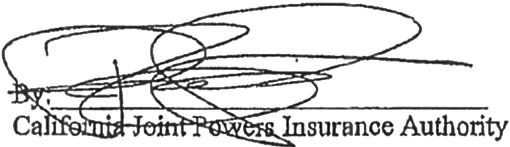
Defendants

City of Carnari11o

Dated: July , 2013 By MAYOR CHARLOTTE CRAVEN

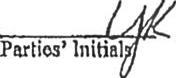
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APPROVED AS TO FORM:

Counsel for Plaintiff, YOLANDA KUENY:

FERGUSON CASE ORR PATERSON LLP

Dated: July \_, 2013

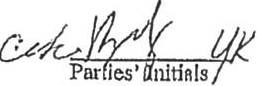
JAMBS Q. MCDERMOTT,ESQ.

Counsel for Defendants,

CITY OF CAMARILLO and BRUCEFENG: DECLUES, BURKETT & 1HOMPSON,LLP

Dated: July , 2013

JEFFREY P. THOMPSON, ESQ.

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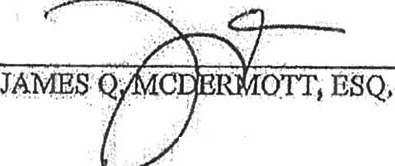
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APPROVED *AS* TO FORM:

Counsel for Plaintiff,

YOLANDA KUENY:

FERGUSON CASE ORR PATERSON LLP

Dated: July , 2013

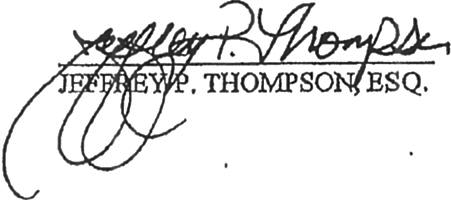
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JAMES Q.MCDERMOTT, ESQ.

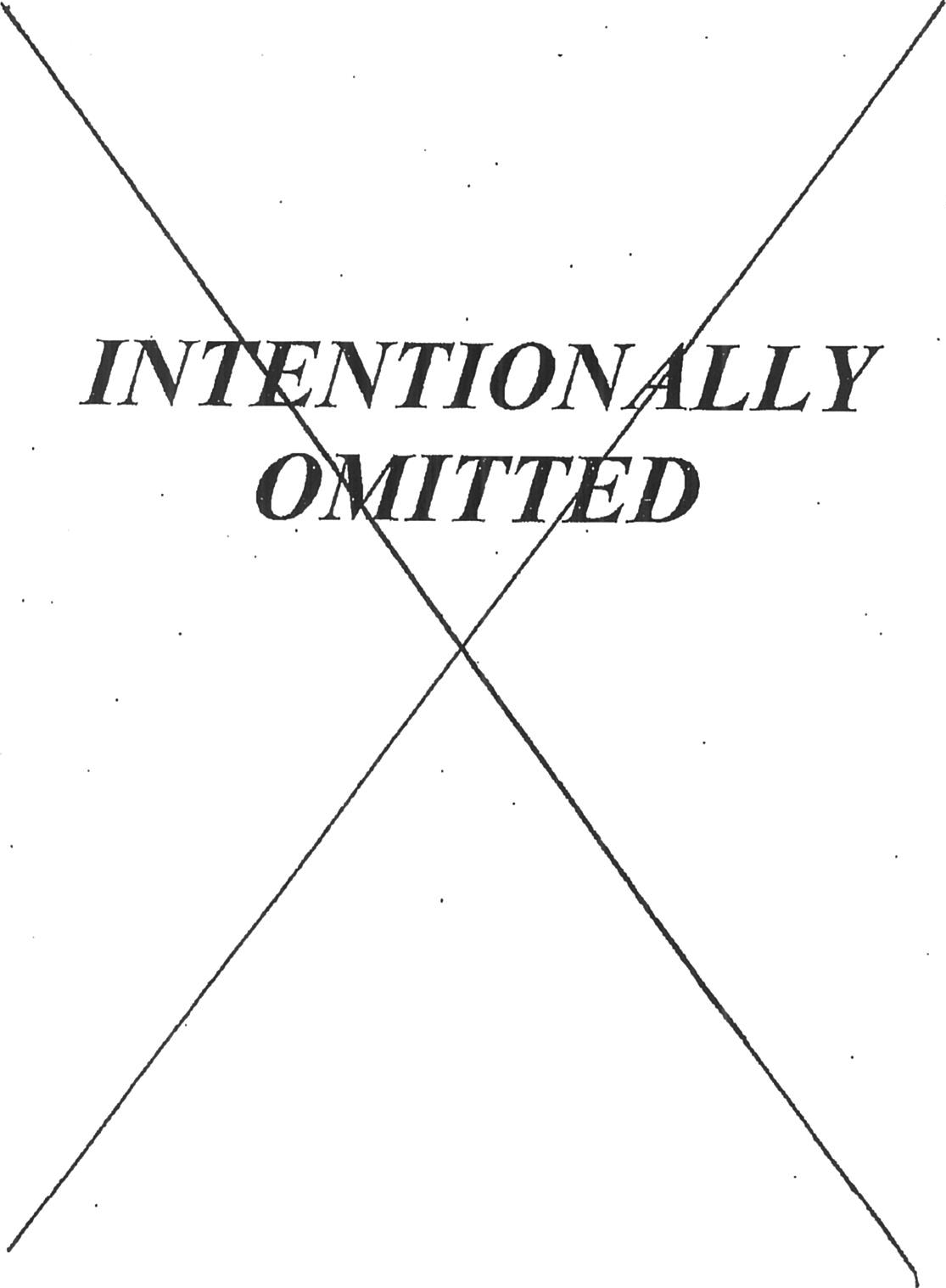
* + Counsel for Defendants,

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* EXHIBIT ,,·1·''

(WCAB Release) ·



EXHIBIT ''2''

(Letter of Referenee)



TO WHOM ITMAY CONCERN

FROM: DAN PARANICK, ASSISTANT CITY MANAGER

RE: YOMNDA KUENY ·

Thepositions held by YoJandR K"eny di1:Jng her employment by 11].e City of Cnmarillo have beon us follows:

Oato Qoparmv.mt

Administrative

1/11/1999 Services

Administrative

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612412000 City Manager

12/1/2000 City Manager 6/21/2003· City Manager· 7/1/2008 city Manager

Management Assistant l

Persorv,ef Analyst

Human Resources Anal at

Human Resources Manager

Deputy,Dlrector/Humen Resouroee

Assistant Director/Human Resouroas

Dan Piwanick

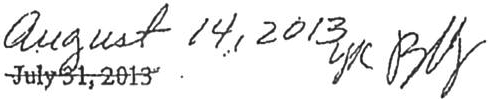
BXHIBIT 02"



EXHIBIT ''3''

(Resignation)





TO:DANPARANICK FR.OM: YOLANDAICUENY RE: RESIGNATION

Ihereby l'esign from ny employment with the City of Camarillo effective Janunry.8, 2015.

*#£.J.2-tf .*

Yollmda Kueny ··

BXHlBIT"3"



FCOP W-9



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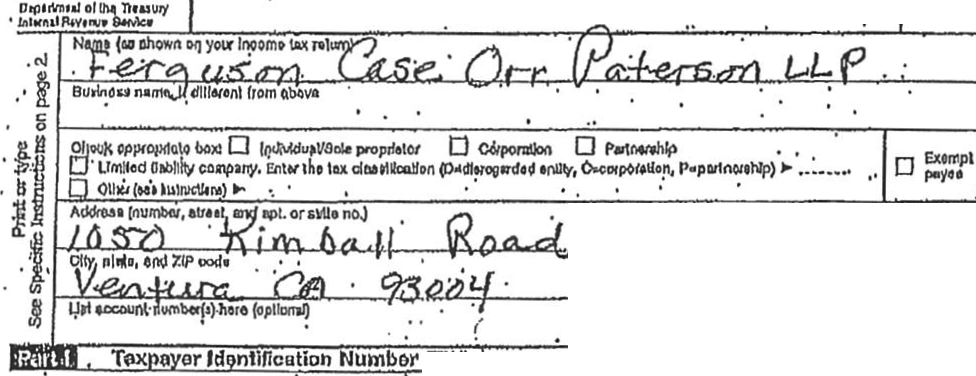
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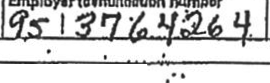
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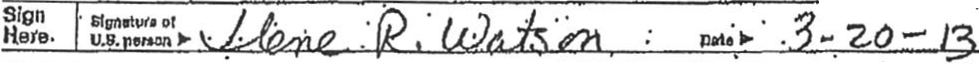
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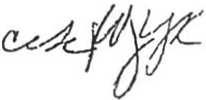
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. JURISDICTION/ DISMISSAL

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Dflle: July , 2013

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TUiie)

Attorney or party without 111torney for:

00 J>lalnllff/Pelllloner D Delendenl/Respondant

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3. TO THE CLERK: Consent lo lhe abovo diftmlssal Is hereby given.••

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-- ... . .. PLAINTIFF/PETITIONER: Yolancln Kueny

CASE NUMBER:

CIV 110

DEFENDANT/RESPONDENT: City ofCamlll'lllo, et al.

.56-2012-00427311-CU-08-VTA

Declaration Concerning Waived Court Fees

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o. DIs recovering $10,900 or moreIn valutlby lhls aolion. *(ff Item 2o Is chaokecl, /tom* 3 *must* be *complet11d.)* ·

3.0AH court fees.end costs thatwo,e Wl\lVodIn lhlsacllonhove been paid tothe court *(check one):* DYea DNo

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##### VIII. CITY ATTORNEY

A Closed Session

The City Council recessed to Closed Session at 5:45 p.m. to consider the following items:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   1. Authority - Government Code Section 54956.9(a)
   2. Names of Cases -
      1. *City of Camarillo v. Ventura Farms, et al.,* Case No. 56-2011- 00401915-CU-MC-VTA
      2. *Yolanda Kueny v. City of Camarillo,* Workers' Compensation Appeals Board Case No. ADJ8004463

##### RECONVENE/CALL TO ORDER/ROLL CALL

The Mayor called the meeting back to order at 7:33 p.m. with no action to report from Closed Session.

FLAG SALUTE

Councilmember Waunch led the Pledge of Allegiance to the Flag. AMENDMENTS TO AGENDA - NONE

1. PRESENTATIONS - NONE
2. PUBLIC COMMENTS

Kathy Long, Ventura County Supervisor, thanked the City Council for organizing the May 22nd Town Hall Meeting to discuss the proposed high school. She felt it was an important step in the process.

Dawn Dyer, Ventura County Housing Trust Fund, thanked the City Council for their action revising the time frame of the City's commitment. She invited the City Council to the VCHTF celebration on June 6.

1. PUBLIC INFORMATION ITEMS (Announcements)

A National Train Day - May 12. 2012

1. National Kids to Parks Day - May 19. 2012

City Council 05/09/12 4

1. Request to sell Alcohol ic Beverages - Fiesta Beer/\Nine Garden (formerly

Consent Item Ill E)

Vice Mayor Craven questioned if this request was in addition to the beer/wine garden at Dizdar Park. Councilmember Morgan confirmed it is in addition to the beer garden at Dizdar Park.

Vice Mayor Craven moved, seconded by Councilmember Kildee, to indicate the Council does not object to the issuance of a two-day beer and wine permit by the Department of Alcoholic Beverages Control.

* 1. CITY CLERK - NONE
  2. GENERAL SERVICES

A. Adult Literacy Program

Motion carried 5-0.

General Services Director Petropulos requested an amendment to the operational agreement with Library Systems & Services, Inc. (LSSI), to provide for operation of the Adult Literacy Program.

Vice Mayor Craven questioned whether the room that is used for the literacy program would be available for other purposes when it is not in use by the program. General Services Director Petropulos indicated the Adult Literacy Program would have first priority over use of both the room and the books, but both would otherwise be made available to other library patrons and programs.

Carol Chapman , Program Manager of READ, thanked the Council for its support of the literacy program and the volunteers for their dedication to the program. She stated the program has served the public well.

Vice Mayor Craven moved, seconded by Councilmember Kildee, to authorize the City Manager to execute Agreement No. 2010-?0A with LSSI for operation of the Adult Literacy Program at the Camarillo Public Library.

VIII. CITY ATIORNEY

1. Closed Session

Motion carried 5-0.

The City Council recessed to Closed Session at 6:10 p.m. to consider the following item :

* 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
     1. Authority - Government Code Section 54956.9(a)
     2. Name of Case - *Yolanda Kueny v. City of Camarillo,* Workers' Compensation Appeals Board Case No. ADJ8004463

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##### RECESS/RECONVENE TO THE ADMINISTRATI VE CONFERENCE ROOM

The Mayor called the meeting back to order at 7:30 p.m. with no action to report from Closed Session.

FLAG SALUTE

Councilmember Waunch led the Pledge of Allegiance to the Flag. AMENDMENTS TO AGENDA - NONE

1. PRESENTATIONS

A. Certificate of Recognitions - Deputy and Explorer of the Year

The Mayor presented certificates to Deputy Francisco Jauregui and Explorer Julio Espinoza in recognition of being named Deputy and Explorer of the year.

1. PUBLIC COMMENTS

Todd Terres, President, Camarillo Council on Aging, announced new board members, Dr. Renee Higgins and Sherry Olsen. He stated funding cuts to the Senior Meals Programs will reduce meals served at the Community Center to one day a month and the home-delivered meals to three days a week.

Mary Lucid expressed concern about the operation of the Senior Center.

Carol Johnson stated the Camarillo Hospice Farmers Market would not be part of the Fiesta due to lack of access and limited sales.

1. PUBLIC INFORMATION ITEMS - NONE
2. PUBLIC HEARINGS - NONE

IX. CITY MANAGER

1. Professional Services Agreement - Household Hazardous Waste Services (formerly Consent Item Ill N)

Vice Mayor Craven questioned why there is a $43 difference in the rates for businesses and area residents. Management Analyst Pichardo explained Conditionally Exempt Small Quantity Generators (or businesses) are charged a $36.50 administration fee in addition to the appropriate per pound disposal fee (which depends on the type of waste being disposed of). The City covers the charge per vehicle load for an area resident which is a flat $79.50.

Councilmember Kildee moved, seconded by Councilmember Waunch, to

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* 1. CONFERENCE WITH LABOR NEGOTIATOR
     1. Authority - Government Code Section 54957.6
     2. Agency Representatives - City Manager, Assistant City Manager,

City Attorney , and Finance Director

* + 1. Employee Organization - City Employees
  1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
     1. Authority - Government Code Section 54956.9(a)
     2. Name of Case - *Yolanda Kueny v. City of Camarillo,* Workers' Compensation Appeals Board Case No. ADJ8004463
  2. PUBLIC EMPLOYMENT
     1. Authority - Government Code Section 54957
     2. Titles - Community Development Director and Police Commander RECESS/RECONVENE TO THE ADMINISTRATIVE CONFERENCE ROOM The Mayor called the Study Session to order at 6:45 p.m.

1. STUDY SESSION

A Recycled Water Update

Public Works Director Fox and Deputy Director of Public Works McGovern gave an overview on Recycled Water.

RECESS/RECONVENE/CALL TO ORDER/ROLL CALL

The Study Session recessed at 7:28 p.m. The Mayor reconvened the regular meeting of the City Council at 7:34 p.m. with no action to report from Closed Session.

FLAG SALUTE

Councilmember Kildee led the Pledge of Allegiance to the Flag. AMENDMENTS TO AGENDA - NONE

1. PRESENTATIONS

A Southern California Edison Update

Nancy Williams, Regional Manager with Southern California Edison, gave an update on the state of the utility. The Smartmeter roll-out in Camarillo is complete and was successful. In 2012 , there were 140 planned outages . In addition, there were several significant unplanned outages due to system failure. She apologized to customers for the outages. In 2012 , the utility made significant improvements to two circuits in the east end. In 2013, there

City Council 11/14/12 5

C. Members of City Council

AB 1234 - Reports on Meetings Attended - The Councilmembers reported on attendance at outside agency and Council committee meetings.

Last Council Meeting - Councilmember Waunch stated this was his last regular meeting and that it was an absolute pleasure to serve with the Council and the phenomenal staff.

Traffic Signal - Vice Mayor Craven thanked staff for repairing the traffic signal at Temple and Ponderosa.

Christmas Events - Vice Mayor Craven and Mayor McDonald announced several upcoming holiday events.

Black Friday - Councilmember Kildee inquired about traffic issues related to Black Friday shopping. Public Works Director Fox stated it went smoother this year due to two access points, parking lots in the newer section, and the help of Police Department volunteers to assist at the crosswalks between the centers.

Mayor Report - Mayor McDonald reported on the events she attended.

VIII. CITY ATTORNEY (Continued)

A Closed Session

The City Council recessed to Closed Session at 9:10 p.m. to consider the following item:

1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
   1. Authority - Government Code Section 54956.9(a)
   2. Name of Case - *Yolanda Kueny v. City of Camarillo,* Workers' Compensation Appeals Board Case No. ADJ8004463
2. ADJOURN

The meeting adjourned at 11:33 p.m. to December 5, 2012, at 7:30 p.m. with no action to report from the Closed Session.



ATTEST :

Mayor

Cy Clerk

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Public Works Director Fox recommended the Council consider declaring the City's intent to levy landscape maintenance district assessments , preliminarily approve the related engineer's report, and set a public hearing date.

Councilmember Little recommended holding a town hall meeting to explain the advantages of the assessments . Public Works Director Fox confirmed a meeting would be held and an informational brochure explaining the process and its benefits would be mailed to the community.

Vice Mayor Kildee moved, seconded by Councilmember Morgan, to adopt Resolution No. 2013-28 preliminarily approving the engineer's report; declaring the City's intent to levy and collect assessments for fiscal year 2013-14 in Camarillo Lighting and Landscape Maintenance District Zones 1 through 1O; and fixing the time and place for a public hearing on May 22 , 2013 , at 7:30 p.m. in City Council Chambers.

Motion carried 5-0.

B. Resolution Initiating Proceedings for the Formation of the Adolfo Glenn II Landscape Maintenance District and Ordering Preparation of an Engineer 's Report

Public Works Director Fox recommended the Council consider the formation of a new Landscape Maintenance District, known as Adolfo Glenn II Landscape Maintenance District, and concurrently detach Zone 9 (Ado lfo Glenn II) from the Camarillo Landscape Maintenance District.

Councilmember Morgan moved, seconded by Vice Mayor Kildee, to adopt Resolution No. 2013-29 initiating proceedings for the formation of Adolfo Glenn II Landscape Maintenance District and ordering the preparation of an engineer's report.

* 1. CITY ATTORNEY A. Closed Session

Motion carried 5-0.

The City Council recessed to Closed Session at 6:00 p.m. to consider the

following items:

* + 1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956. 9; Number of cases: one.

* + 1. CONFEREN CE WITH LEGAL COUNSEL - EXISTING LITIGATION

Paragraph (1) of subdivision (d) of 54956.9; Name of cases: *Yolanda*

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*Kueny v. City of Camarillo,* Workers' Compensation Appeals Board Case No. ADJ8004463 and *Yolanda Kueny v. City of Camarillo, et al.* VCSC 56-2012-0042731 1-CU-OE-VTA.

RECESS/RECONVENE /CALL TO ORDER/ROLL CALL

The Closed Session recessed at 7:00 p.m. The Mayor reconvened the regular meeting of the City Council at 7:30 p.m. with no action to report from the Closed Session.

FLAG SALUTE

The Camarillo Composite Squadron 61 Cadet Color Guard led the Pledge of Allegiance to the Flag.

AMENDMENTS TO AGENDA - NONE

1. PRESENTATIONS

A. Certificates of Recognition - DART and Citizen Patrol Members of the Year

The Mayor presented certificates to Bill Foeller and Marvin Short in recognition of being named Disaster Assistance Response Team and Citizen Patrol members of the year.

1. PUBLIC COMMENTS

Steve Decesari, Police Department Commander, gave a PowerPoint presentation on the new volunteer equipment which was purchased through a bequest to the City.

Anthony McDeemas, Chamber of Commerce Tourism Marketing Director, reported on his activities.

Matthew Lorimer felt the stormwater permit inspection fee is excessive and hoped the Council would reconsider the fee.

Bill Locker presented a clock to Police Department Commander DeCesari in recognition of his service to the Boys & Girls Club of Camarillo.

1. PUBLIC INFORMATION ITEMS - NONE
2. PUBLIC HEARINGS

A. Resolution Approving ND 2013-01 and Introduction of an Ordinance Amending the Camarillo Municipal Code Zoning Ordinance Regarding Supportive and Transitional Housing (continued from March 13, 2013)

Associate Planner Smith stated the proposed ordinance would amend

City Council 3/27/13 6

Internet Sales Tax - Mayor Craven requested the Legislative Committee review a pending Senate bill that would require internet sales to collect sales tax.

Sign Ordinance - Mayor Craven requested an update on the amendments to the sign ordinance. City Manager Feng indicated it will be brought back.

John Willits - Mayor Craven requested the meeting be adjourned in the memory of John Willits. He was a valuable member of the community and devoted his retired life to service, including founding the Camarillo Farmer's Market and involvement in many other community organizations.

1. DEPARTMENTAL
2. Closed Session

The City Council recessed to Closed Session at 8:42 p.m. to consider the following items:

* 1. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision

(d) of Government Code Section 54956.9; Number of cases: two.

* 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9 ; Name of Case: *Yolanda Kueny v. City of Camarillo, et.al.;* Case Number 56-2012-00427311-CU -OE-VTA

* 1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
     1. Authority - Government Code Section 54957
     2. Title - City Manager

1. ADJOURN

The meeting adjourned at 11:35 p.m. in the memory of John Willits. was no action to report from the closed session. . , /

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Mayor

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**MINUTES**

**CITY OF CAMARILLO CITY COUNCIL SPECIAL MEETING**

**WEDNESDAY, MAY 8, 2013**

CALL TO ORDER/ROLL CALL

Mayor Craven called the meeting to order at 5:57 p.m.

Councilmembers Present:

Staff Present:

Charlotte Craven, Mayor Kevin Kildee, Vice Mayor Bill Little, Councilmember

Jeanette McDonald, Councilmember Michael Morgan, Councilmember

Bruce Feng, City Manager

Dave Norman, Community Development Director Ronnie Campbell, Finance Director

,Tom Fox, Public Works Director Jeffrie Madland, City Clerk

Dan Paranick, Assistant City Manager

Richard Petropulos, General Services Director Brian Pierik, City Attorney

Guy Stewart, Police Department Commander

PUBLIC COMMENTS - NONE RECESS

At 6:00 p.m. the Council recessed. RECESS TO CLOSED SESSION

1. Closed Session

At 10:00 p.m., the Council reconvened in Closed Session to discuss the following item:

* 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956 .9; Name of Case: *Yolanda Kueny v. City of Camarillo, et.al.;* Case Number 56-2012-00427311-CU-OE-VTA

##### ADJOURN

The meeting adjourned at 10:50 with no action to report from Closed Session.



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VIII. CITY ATTORNEY (continued)

1. Closed Session

The City Council recessed to Closed Session at 9:15 p.m. to consider the following items:

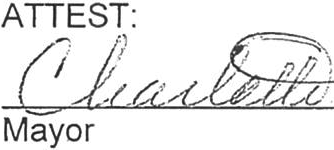
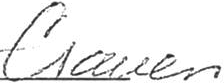
* 1. CONFERENCE WITH LABOR NEGOTIATORS
     1. Authority - Government Code Section 54957.6(a)
     2. Agency designated representatives - City Manager and Assistant City Manager
     3. Employee Organization - City Employees
  2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956 .9; Name of case: *Yolanda Kueny v. City of Camarillo, et.al.;* Case Number 56-2012-00427311-CU-OE-VTA

##### XX. ADJOURN

At 11:45 p.m., the meeting adjourned in the memory of Jeanne Bradley to Wednesday , June 5, 2013, at 6:30 p.m. for the Budget Study Session, at the Camarillo Library, 4101 Las Posas Road, with no action to report from Closed Session.



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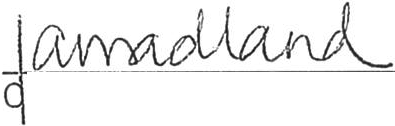
* 1. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

Pursuant to paragraph (1) of subdivision (d) of Government Code Section

54956.9 ; Name of case: *Yolanda Kueny v. City of Camarillo, et. al.;* Case Number 56-2012-0042731 1-CU-OE-VTA

XX . ADJOURN

The meeting adjourned at 11:45 p.m. with no action to report from the Closed Session.



ATTEST :

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City Council 6/12/13 1O

Maria Palafox (translated by Priscilla Cisnereos, Community Building Manager, Cabrillo Economic Development Corporation) read a letter about the efforts of the Barry and Fulton Street neighborhood resident meetings to improve the safety of their neighborhood.

1. PUBLIC INFORMATION ITEMS - NONE
2. PUBLIC HEARINGS

A. 2013 Public Health Goals Report

Deputy Public Works Director McGovern stated the California Health and Safety Code requires water utilities to prepare a Public Health Goals (PHG) report and update the report every three years. This report is in addition to the Federal requirement to mail annual Consumer Confidence Reports to customers .

PUBLIC HEARING OPENED

Hearing no requests to speak, either for or against the item, the Mayor declared the PUBLIC HEARING CLOSED.

Vice Mayor Kildee moved, seconded by Councilmember Morgan, to adopt Resolution No. 2013-87 approving the 2013 Public Health Goals Report.

Motion carried 5-0.

1. DEPARTMENTAL - NONE RECESS/RECONVENE

The Council recessed at 7:57 p.m. and reconvened in Closed Session at 8:17 p.m. XI II. CLOSED SESSION - Continued

A. Conference with Legal Counsel - Anticipated Litigation - Continued

Initiation of Litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9; Number of cases: two

C. Conference with Legal Counsel - Existing Litigation

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9; Name of case: *Yolanda Kueny v. City of Camarillo, et.al.;* Case Number 56-2012- 00427311-CU-OE-VTA

1. ADJOURN

The meeting adjourned at 9:10 p.m. with no action to report from the Closed Session.

ATTEST:

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Mayor

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