LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND THE PORTERVILLE FIRE OFFICERS SERIES

THIS LABOR MANAGEMENT WORKERS' COMPENSATION ALTERNATIVE DISPUTE RESOLUTION AGREEMENT (Agreement) is entered into by and between the City of Porterville (City) and the Porterville Fire Officers Series (FOS). This Agreement is created pursuant to California Labor Code §3201.7(a)(3)(c).

Nothing in this agreement diminishes the entitlement of a Covered Individual as defined in Article III of this Agreement to compensation payments for total or partial permanent disability, total or partial temporary disability, Labor Code §4850 benefits, or medical treatment fully paid by the employer and otherwise provided for in Division 4 of the Labor Code. Nothing in this agreement denies to any covered employee the right to representation by counsel at all stages during this alternative and expedited resolution process.

The City and FOS negotiated this agreement by forming a partnership known as the Joint Labor Management Committee (JLMC); this committee is comprised of two (2) City staff members to be determined and designated in writing to the FOS by the City Administrator and two (2) FOS representatives to be determined and designated in writing to the City by the FOS President. The purpose of the JLMC is to develop and maintain the exclusive list of initial treatment providers, the exclusive list of Independent Medical Examiners, the list

of mediators and the list of nurse case managers; develop policy and procedures of the Alternative Dispute Resolution program; to review implementation and the progress of the program and address any issues at time frames agreed to by the committee; and to ensure that the program terms and conditions are administered in harmony with this Agreement. Additionally, the JLMC shall annually review claims data for claims administered prior to the implementation of this Agreement with claims data for claims administered under the provisions of this Agreement to ensure continuation of the program is in the best interests of all parties.

Article 1: Purpose

The purposes of this Agreement are:

1.1 To provide active employees and retirees claiming compensable injuries under Division 4 of the California Labor Code ("Workers' Compensation Law") with an expedited procedure to resolve disputes in accordance with the provision of this Agreement and to facilitate those employees' prompt recovery and return to work;

1.2 To reduce the number and severity of disputes between the City and covered employee, when those disputes relate to workers' compensation;

1.3 To provide workers' compensation coverage in a way that improves labor management relations, improves organizational effectiveness, and reduces costs for the City;

1.4 To provide the City and covered employees with access to nurse case managers to assist with disputes and conflict arising from medical disputes relating to workers' compensation; and

1.5 To provide the City and covered employees with access to mediators so that legal disputes can be resolved informally and more expeditiously.

1.6 These purposes will be achieved by:

1.6.1 Utilizing an exclusive list of medical providers to be the sole and exclusive source of initial treatment for covered employees, except for covered employees who have pre-designated a physician in accordance with Labor Code §4600 (d)(1);

1.6.2 Utilizing an exclusive list of medical providers to be the sole and exclusive source of medical-legal evaluations for disputed issues surrounding covered employees in accordance with Labor Code §3201.7(c); and

1.6.3 Maintaining a list of nurse case managers and mediators to assist in carrying out the purposes and goals of this Agreement.

Now, therefore, in consideration of the mutual terms, covenants and conditions herein, the parties agree as follows:

Article 2: Term of Agreement

The City and FOS enter into this Agreement with the understanding that the law authorizing this Agreement is new and evolving. The parties further understand that this Agreement governs a pilot program and that it shall become effective after it is executed by the parties, approved as applicable by the City's

self-insurance pool and/or excess carriers, submitted to the Administrative Director of the State of California, Department of Industrial Relations, Division of Workers' Compensation in accordance with Title 8, California Code of Regulations §10202(d), and accepted by the Administrative Director as evidenced by the Director's letter to the parties indicating approval of the Agreement. This Agreement shall be in effect for one year from the date of the Administrative Director's letter of acceptance to the parties. Thereafter, it shall continue and remain in force from year to year unless terminated by either party as provided for below. Any claim arising from an industrial injury sustained before the termination of this Agreement shall continue to be covered by the terms of this Agreement, until all medical issues related to the pending claim are resolved.

The parties reserve the right to terminate this Agreement at any time, by mutual agreement or by act of the Legislature. The terminating party must give sixty (60) calendar days written notice to the other party of the intent to terminate. Upon termination of this Agreement, the parties shall become fully subject to the provisions of the applicable Labor Code provisions to the same extent as they were prior to the implementation of this Agreement, except as otherwise specified herein.

Article 3: Scope of Agreement

3.1 This Agreement applies only to injuries, as defined by Workers' Compensation Law, claimed by the following referred to herein as "Covered Individuals:" 1) active employees, 2) retirees, and 3) active employees and retirees where a petition to reopen a pre-existing claim to seek new and further

disability or to reduce a prior award is filed after the effective date of this agreement. Active employees and retirees with an existing claim filed prior to the effective date of this agreement (pre-existing claim) that have not already had a medical-legal evaluation under the State's AME/QME system may request to resolve their claim under the provisions of this agreement.

Such requests should be made in writing to the City's third party claims administrator (TPA). The decision to accept a pre-existing claim into the alternative dispute resolution program will lie jointly with the City and the JLM and will be evaluated on a case-by case basis. If a request is made to utilize the alternative dispute resolution program for a pre-existing claim and that request is approved, all future disputes on said claim must be resolved according to the provisions of this agreement. If there is no agreement to include the pre-existing case, the case will remain in the statutory system. The scope of this agreement does not apply to retirees that have a future medical dispute that is outside the five-year statute of limitations or Labor Code Section §5804.

3.2 Injuries occurring and claims filed after termination of this Agreement are not covered by this Agreement.

3.3 This Agreement is restricted to 1) establishing the use of an exclusive list of initial treatment providers to be used for initial evaluation and treatment of Covered Individuals, 2) establishing the use of an exclusive list of medical providers to be used for medical and medical-legal dispute resolution of Covered Individuals, 3) establishing mediation as an option to litigation and the use of an exclusive list of mediators to be used for legal dispute resolution of Covered

Individuals, and 4) establishing a process for informal legal discovery in accordance with Article 8, and 5) establishing the use of an exclusive list of nurse case managers to be used to assist with medical treatment dispute resolution of covered employees in accordance with Labor Code §3201.7(c).

3.4 For purposes of this Agreement a "claimed injury" is one for which either 1) the Covered Individual has reported an injury to the City or 2) an Application for Adjudication of Claim has been filed with the Workers' Compensation Appeals Board ("WCAB").

Article 4. Initial Injury/Illness Treatment

4.1 Upon initial knowledge of a work-related injury or illness, a Covered Individual will continue to follow established City processes and procedures for reporting the injury/illness. The Covered Individual will seek treatment at the City's designated treatment facility unless the Covered Individual has pre-designated a physician in accordance with Labor Code §4600 (d) (1).

4.2 The JLMC may create a list of approved initial treatment facilities in addition to existing facilities. Any such list must be unanimously approved by the members of the JLMC.

4.3 The JLMC will create and maintain a list of specialists for patient referral in common specialties, to include but not be limited to, orthopedics (specific to arms, shoulders, knees, back, spine/neck, and hand), cardiology, psychology, chiropractic care, acupuncture, physical therapy and functional capacity.

If the primary treating physician requests referral to a specialist and the request is approved, the City's TPA will provide the approved list of specialists to

the referring doctor. The referring doctor may decide which specialist to refer to in consultation with the Covered Individual. If the primary treating physician desires to refer to a specialist not on the approved list for the given specialty, such request must be approved by the City's TPA. If the Covered Individual requires referral within a specialty not on the list created by the JLMC, the City's TPA must approve the specialist recommended by the treating physician. Appointments with specialists and notification of such appointments will continue to be made by the treating physician's office.

4.4 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual, shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim should an IME be required pursuant to Article 5.

Article 5. Expedited Medical-Legal Process

5.1 Physicians who serve in the capacity as Independent Medical Examiner ("IME") pursuant to this Agreement will receive enhanced compensation in excess of the Official Medical Fee Schedule for services performed as outlined in the physician contract in exchange for expedited examinations and report preparation.

5.2 This Agreement does not constitute a Medical Provider Network ("MPN"). Physicians who act as a Covered Individual's treating physician, or have provided treatment to the Covered Individual shall not act as the Independent Medical Examiner (IME) in the Covered Individual's claim. Pre-designation of a

physician must comply with the requirements set forth in Labor Code section 4600(d) (1).

5.3 All Covered Individual's with a disputed medical issue as described in Section 5.5 must be evaluated by an approved physician from the exclusive list of IME's. Should the Covered Individual claim injuries requiring more than one medical specialist, the Covered Individual shall be provided an IME appointment in each area of specialty.

The JLMC will determine and maintain the exclusive list of IME's agreed upon by the parties. If the IME requires the opinion of an additional sub-specialist, the IME shall refer the Covered Individual to a physician of the IME's choice, who need not be on the IME list. The consulting specialist charges are subject to the Official Medical Fee Schedule (OMFS). The IME may not refer the Covered Individual to his/her treating physician for this purpose nor may the Covered Individual designate the specialist as his/her treating physician following the referral.

5.4 The exclusive list of IME's shall include the specialties as agreed upon by the JLMC.

5.5 An IME shall be used for all medical disputes that arise in connection with a workers' compensation claim including but not limited to determination of causation, the nature and extent of an injury, the nature and extent of permanent disability and apportionment, temporary and/or permanent work restrictions, ability to return to work (including modified duty), current and future medical

care, and resolution of all disputes arising from utilization review, pursuant to Labor Code section 4062(b).

The parties agree that the Covered Individual shall use the originally chosen IME for all subsequent disputes and injuries claimed arising under this agreement. In the event that said IME is no longer available, the parties shall utilize the next specialist on the list pursuant to Section 5.10.4, as set forth herein.

5.6 The IME process described above will be triggered when either party provides the other written notice of an objection in connection with any issues set forth in Article V paragraph E above or other mutually agreed areas of dispute from which the JLMC determines the IME would be the appropriate resolution process. Objections from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative if represented.

Objections from the Covered Individual or Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City's Director of Human Resources and City's legal representative, if applicable.

5.7 Objections must be presented in writing and shall be sent within thirty (30) calendar days of receipt of a medical report or a utilization review decision addressing any of the issues set forth above. A letter delaying acceptance of the claim automatically creates a dispute; further, all denials and/or delays of benefits including a denial of the claim automatically creates a dispute. Delayed decisions based on legal issues shall not trigger the IME process. A subsequent

acceptance of the claim and/or resolution of the disputed issue may eliminate the need for completion of the dispute resolution process set forth in this Agreement.

5.8 The exclusive list of IME's shall serve as the exclusive source of medical-legal evaluations for all disputed medical issues arising from a claimed injury, unless otherwise agreed to by the JLMC in writing.

5.9 The parties hereby agree that from time to time the exclusive list of IME's may be amended. For either party to propose adding an IME to the exclusive list of medical providers, the party must provide written notice to the JLMC of its request to add a physician to the list. The JLMC must unanimously agree in writing to the addition of physicians to the IME list. A physician may be deleted from the exclusive list of medical providers only if he/she breaches the terms and conditions of his/her contract to provide services or by written mutual agreement of the members of the JLMC. The list shall be reviewed quarterly by the JLMC from the execution date of the Agreement and quarterly thereafter for additions and deletions of newly selected or deleted IME's. Any IME proposed for consideration of addition or deletion after the review period will be reviewed at the next interval review period of the JLMC unless there is a breach of the terms and conditions of the Agreement or by mutual agreement of the JLMC.

5.10 Appointments.

5.10.1 The City's TPA shall schedule appointment(s) with the IME and provide notice of the appointment within ten (10) calendar days of the date of receipt of the objection issued by any party subject to the terms and provisions of this Agreement. The notice of the appointment location, date and time shall be

sent to the Covered Individual and to his/her legal representative, if there is one. A copy of the notice shall also be provided to the City.

5.10.2 The Covered Individual shall be responsible for providing the City's TPA with his/her work schedule prior to an appointment being made so that appointments can be made, if possible, during a Covered Individual's non-working hours. If the Covered Individual is the objecting party requesting an IME appointment, the initial written objection shall contain the employee's work schedule information as well as any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment. If the City is the objecting party, the Covered Individual must advise the City's TPA of any known dates within the 30-day scheduling window when the Covered Individual is unavailable to attend an IME appointment within seven (7) calendar days of the date of the objection notice. This seven (7) day period shall toll the ten (10) day notice of appointment provision in Section 5.10.1. It is the Covered Individual's responsibility to identify and present his/her availability for appointments within the scheduling window. Once an appointment is set, any requests to change scheduling must be made in writing to the JLMC with the reason for the request clearly presented. Re-scheduling will only be approved in the case of unforeseen emergencies.

5.10.3 Compensation for attending medical appointments under this Agreement shall be consistent with California statutes and City policy.

5.10.4 Mileage reimbursement to covered employees shall be in accordance with Labor Code § 4600(e) (2), unless transportation is provided by the City.

5.10.5 For purposes of appointments, the City's TPA shall select the IME(s) by starting with the first name from the exclusive list of approved medical providers within the pertinent specialty, and continuing down the list, in order, until the list is exhausted, at which time the City's TPA will resume using the first name on the list.

5.10.6 The IME shall submit the medical reports thirty (30) days following examination of the employee, pursuant to the contract terms, unless a longer period of time is agreed to by the JLMC.

5.11 The City is not liable for the cost of any medical examination used to resolve the parties' disputes governed by this Agreement where said examination is furnished by a medical provider that is not authorized by this Agreement. Medical evaluations shall not be obtained outside of this Agreement for disputes covered by this agreement, notwithstanding Labor Code §4605.

5.12 Both parties shall be bound by the opinions and recommendations of the IME selected in accordance with the terms of this Agreement, subject to legal challenges brought by the parties.

5.13 Either party who receives records prepared or maintained by the treating physician(s) or records, either medical or nonmedical, that are relevant to the determination of the medical issue shall serve those records on the other party immediately upon receipt. The Covered Individual shall not unduly delay

providing authorization to obtain pertinent medical records related to the claimed injury. If one party objects to the provision of any nonmedical records to the IME, the party shall object within twenty (20) calendar days of the service of records. Objection to the provision of nonmedical records may result in the denial of the claim on the basis that the IME did not have complete and accurate information. There shall be no objection to the provision of medical records to the IME, subject to the provisions of the Labor Code.

5.14 The City's TPA shall provide to the IME records prepared or maintained by the Covered Individual's treating physician(s) and medical and nonmedical records relevant to the determination of the medical issue(s). The City's TPA shall prepare a list of all documents provided to the IME, and shall serve a copy of the list on the Covered Individual and on his/her representative, if applicable, at the time the records are provided to the IME.

5.15 All communications with the IME shall be in writing and shall be served on the opposing party. This provision does not apply to oral or written communications by the Covered Individual or, if the Covered Individual is deceased, the Covered Individual's dependent, in the course of the examination or at the request of the evaluator in connection with the examination, or to administrative communications with the IME's staff.

5.16 Ex parte communication with the IME is prohibited. If a party communicates with the IME in violation of Section(s) 5.15 and/or 5.16, the aggrieved party may elect to terminate the medical evaluation and seek a new evaluation from the next IME chosen from the list pursuant to Section 5.10.5. If a

new examination is required, the party making the communication prohibited herein may be liable for the cost, pursuant to Labor Code §5811, or as ordered by the WCAB.

5.17 If either party disputes a medical or medical-legal finding of the IME, they shall notify the other party of this dispute by way of written objection within thirty (30) calendar days of actual receipt of the IME's report. All disputes of this nature shall be resolved either by way of supplemental interrogatory and report or by way of deposition.

Article 6. Mediation

6.1 Any party subject to the provisions of this Agreement may request mediation in accordance with the provisions set forth herein. Mediation is an informal, confidential process in which a neutral party assists the other parties in understanding their own interests, the interests of the other party, and the practical and legal realities each party faces. The role of the mediator is to help the parties explore options and arrive at a mutually acceptable resolution of the dispute, if possible. The mediator will have authority to approve all settlements, awards, and orders achieved through mediation and may additionally approve non-disputed settlements reached by the parties. Such settlements, awards, and orders approved by the Mediator will be filed and recorded with the WCAB by the City's TPA, unless otherwise agreed by the parties.

6.2 Mediation is voluntary and both parties must agree to mediate a particular issue or matter in order for mediation to be successful. Mediation is strongly

encouraged by all parties to this Agreement and is the preferred first step to resolving disputes or reaching settlement of claims.

6.3 The mediation process shall be triggered when one party gives the other written notice of their desire to engage in mediation in connection with any issue including, but not limited to, any purely factual or legal defense involving a determination of causation, applicability of a presumption, whether a medical report constitutes substantial evidence, disputes involving average weekly wage or the rate of pay for Labor Code §4850 benefits, temporary disability benefits, whether an apportionment opinion is valid, disputes over a permanent disability rating, disputes over occupational group numbers, credits for claimed overpayment of benefits, determination of dependency status in death claims, penalties, issues involving alleged serious and willful misconduct, issues involving potential violations of Labor Code§132a, discovery disputes, and questions involving jurisdiction.

6.4 It is the specific intent and desire of the parties that the mediation process set forth herein be flexible and is designed as a means to resolve factual and/or legal disputes that are not amenable to resolution through the expedited medical-legal process. The potential issues listed in Section 6.3 is not meant to be all inclusive but is merely a listing of issues likely to be the most common particularly suited for mediation. Upon mutual agreement of the parties, any issue typically encountered in the California workers' compensation system can be deemed appropriate for mediation in accordance with the provisions of this Agreement.

6.5 Upon receipt of an official request to mediate, the non-requesting party shall have a period not to exceed fifteen (15) calendar days within which to either accept or reject the request to mediate. If no response is received within the fifteen (15) calendar day period, the request shall be deemed to have been rejected. Any response to a request to mediate from the City shall be sent to the Covered Individual with a copy to the Covered Individual's legal representative, if applicable. Any response to a request to mediate from the Covered Individual's legal representative shall be sent to the Covered Individual's assigned claims examiner with a copy to the City and City's legal representative, if applicable. If no response is received from either party, the requesting party is encouraged to make a verbal attempt to verify receipt of the request to mediate and confirm the other party's intent not to participate. Additionally, if the mediation request originates from the City and no response is provided, the City's TPA may assign a mediator from the list in accordance with paragraph G of this section to contact the other party to determine the reasons they feel mediation is not appropriate for the particular dispute and discuss the reasons mediation may be applicable and helpful for resolution of the particular dispute.

6.6 If both parties agree to mediate an issue or issues, within fifteen (15) calendar days of such agreement being reached, mediation of said issues will be assigned to a mediator from the approved mediator list. The JLMC will determine and maintain the exclusive list of mediators.

6.7 For purposes of selecting a mediator, the City's TPA shall select the mediator by starting with the first name from the mediator list and continuing

down the list, in order, until the list is exhausted, at which time the City's TPA shall resume using the first name on the list. The City's TPA shall notify all parties of the selection and assignment of a mediator within ten (10) calendar days of such assignment having been made.

6.8 All costs associated with the mediation shall be paid by the City.

6.9 Immediately upon selection of a mediator, the selected mediator shall be notified by the City's TPA of his/her selection. The selected mediator shall then schedule the date, time, and location of the mediation with the parties.

6.10 The mediation must take place within forty-five (45) calendar days of notification having been sent to the mediator of his/her selection, unless this time limit is waived by both parties. If the selected mediator is either unable or unwilling to schedule the mediation within this forty-five (45) calendar day period, and the time limit is not waived by both parties, a new mediator shall be selected from the mediator list from the next mediator available on the list, pursuant to the provisions of Section 6.7.

6.11 The procedure, process, format, general nature of the mediation, the issues to be mediated, and the manner in which the mediation shall be conducted will be within the sole discretion of the mediator.

6.12 Mediation briefs shall not be mandatory but are strongly recommended and shall be a useful tool to assure that the mediator fully understands the issues involved and each party's respective positions in regards to each issue. Mediation briefs should be submitted to the mediator no later than ten (10) calendar days prior to the mediation, unless otherwise directed by the mediator.

No specific format for a mediation brief is required. Mediation briefs may be formatted and submitted as either a formal pleading or in an informal letter brief format.

6.13 A summary of the mediation shall be prepared by the mediator setting forth the specific issues presented for the mediation, a general description of how the mediation was conducted, and the length of time of the mediation. Additionally, the mediator will complete a disposition form to be provided by the City's TPA. Copies of the mediation summary and disposition form shall be served upon the Covered Individual, the Covered Individual's legal representative, if applicable, the Covered Individual's assigned claims examiner, the City's Director of Human Resources, and the City's legal representative, if applicable. It is the responsibility of the City's TPA to provide the appropriate contact information to the mediator upon assignment of the case

6.14 If the mediation is unsuccessful at resolving the dispute, either party may seek to have the issue or issues adjudicated by the WCAB by filing a Declaration of Readiness to Proceed, in accordance with the rules and regulations governing WCAB hearings, as set forth in the Labor Code and the California Code of Regulations.

6.15 Although the mediation process is completely voluntary, it is expected that if the parties mutually agree to mediate an issue or issues, both parties shall abstain from filing a Declaration of Readiness to Proceed with respect to said issue or issues with the WCAB until completion of the mediation process, as set forth above.

Article 7: Nurse Case Management

7.1 Any party subject to the provisions of this Agreement may request the involvement of a nurse case manager in accordance with the provisions set forth herein.

7.2 The purpose of nurse case management includes, but is not limited to, coordinating and facilitating medical care for Covered Individuals, to be proactive with respect to intervention and facilitation of recovery of the Covered Individual, to assist and guide the covered employee through the medical treatment process and, if practical, assist with resolution of treatment disputes between the primary treating physician, secondary treating physicians and utilization review. The nurse case manager shall not attend the actual medical examination of the Covered Individual without consent of the individual.

7.3 A nurse case manager shall be assigned from the approved nurse case manager list. The nurse case manager list shall be developed and maintained by the JLMC.

7.4 For purposes of selecting a nurse case manager, the City's TPA shall provide the Covered Individual with the nurse case manager list within ten (10) calendar days of receipt of the request for a nurse case manager. The Covered Individual may select any nurse from the list. The Covered Individual must advise the City's TPA of his/her nurse selection within ten (10) calendar days of the distribution of the list. If the Covered Individual fails to respond, the City's TPA will attempt to make telephone contact with the Covered Individual to verify that he/she is declining to choose a nurse case manager from the list. If no

response is received or the Covered Individual affirms that he/she is declining to make a choice, the City's TPA may assign the nurse case manager of its choosing. The City's TPA shall notify all parties in writing, including the selected nurse case manager, of the selection and assignment of the nurse case manager within ten (10) calendar days of such assignment having been made.

7.5 If the selected nurse case manager is either unable or unwilling to serve as the designated nurse case manager, a new nurse case manager shall be selected from the nurse case manager list pursuant to Section 7.4.

7.6 Nurse case management reports shall be prepared as per the usual custom and practice of the designated nurse case manager and provided to the City's TPA.

7.7 All costs involved in nurse case management for a Covered Individual shall be borne by the City.

Article 8: Discovery

8.1 Covered Individual shall provide the City's TPA with fully executed medical, employment and concurrent employment releases, disclosure statement and any other documents and information reasonably necessary for the City to resolve the Covered Individual's claim, when requested. If the Covered Individual fails to return the release and it is determined that the medical information is not sufficient for the IME to provide a comprehensive evaluation, the parties shall meet to resolve the issue(s) prior to setting an evaluation, and if necessary, may elect to mediate the issue. This Article does not supplant or diminish the parties'

rights to pursue or contest discovery issues pursuant to the remedies provided in the Labor Code, through mediation or the WCAB.

8.2 This Agreement does not preclude a formal deposition of a Covered Individual or an IME when necessary. Attorney's fees for depositions of Covered Individuals shall be paid consistent with the provisions of the Labor Code. There shall be no attorney's fees for depositions of physicians or IMEs.

Article 9: General Provisions

9.1 This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, oral or written, with respect to the subject matter in this Agreement.

9.2 This Agreement shall be governed and construed pursuant to the laws of the State of California.

9.3 This Agreement shall not be amended, nor any provisions waived, except through the meet and confer process with approval by the FOS and City Council of the City.

9.4 If any portion of this Agreement is found to be unenforceable or illegal the remaining portions shall remain in full force and effect.

9.5 This Agreement may be executed in counterparts.

9.6 Notice required under this Agreement shall be provided to the parties as follows:

For Fire Officer Series:

Rick Land
President

Randy Cline
Representative

For City of Porterville:

John Lollis
City Manager

Maria Bemis
Finance Director