

Exhibit 1

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT BETWEEN THE VENTURA COUNTY FIRE PROTECTION DISTRICT AND THE VENTURA COUNTY PROFESSIONAL FIREFIGHTERS' ASSOCIATION**

There is presently in full force and effect a Memorandum of Agreement ("MOA") between the Ventura County Fire Protection District ("District") and the Ventura County Professional Firefighters' Association (VCPFA) that sets forth the terms and conditions of employment of all District employees represented by VCPFA for the period between August 1, 2021 through July 31, 2024.

**The District and the VCPFA agree to amend Article 26 – Association Representation of the 2021-2024 MOA as follows:**

**Sec. 2612 – ASSOCIATION RELEASE TIME FOR VCPFA PRESIDENT**

**VCPFA shall have the option to cause the District to release the VCPFA President for up to 2,080 hours annually to conduct association business, while remaining on the District payroll. The VCPFA President shall serve in such capacity and be compensated on the basis of a "staff assignment" as defined in Sec. 1001 of the MOA. The rate of compensation for the VCPFA President while released to conduct Association business shall include base hourly rate and benefits, except for the following: Article 6 - Premium Pay - Sec. 601 (Bilingual Premium); Sec. 602 (Standby Premium); Sec. 605 (HIRT Team Premium); Sec. 606 (HIRT Pool Premium); Sec. 608 (Inspection Premium); Sec. 609 (Urban Search and Rescue); Article 8 - Other Compensable Benefits – Sec. 801 (Mileage Reimbursement); Sec. 802 (Necessary and Actual Expenses); and Sec. 805 (Personal Property Reimbursement). The VCPFA President shall continue to earn continuous service credit and seniority in his/her civil service classification. All normal employer contributions and employee deductions shall remain in effect for the duration of the release.**

**No FLSA or contractual overtime will be paid for work performed on behalf of the VCPFA. Work performed by the VCPFA President for VCPFA does not constitute outside employment for which permission of the District is required.**

**Association Release time shall not be deemed as "time worked" or "hours worked" for the purposes of FLSA overtime, pursuant to Article 11 (Overtime) of this MOA.**

**VCPFA shall provide the District thirty (30) calendar days advance written notice whenever (1) requesting Association Release of the President; (2) there is a change in the identity of the President who is to be released; (3) it desires to suspend its option to secure Association Release time for its President; and (4) it desires to reinstate the option.**

Nothing in this section shall prohibit the VCPFA President who is released from electing to work for the District subject to and with the approval and consent of the Fire Chief, or their designee. The VCPFA President shall receive from the District appropriate compensation for any such work.

The Fire Chief, or their designee, may revoke the Association Release of the VCPFA President during a state of local emergency, as declared by the District Board of Directors, to provide response to the emergency and ensure the continuity of safety operations. The VCPFA President shall receive from the District appropriate compensation for any such work.

During any such time as VCPFA President elects to work for District or is required to work for District during a state of local emergency, and for which time VCPFA President receives appropriate compensation for such work, VCPFA President shall not also receive compensation for release time.

VCPFA agrees to indemnify, defend (by paying all defense costs), save and hold harmless, District, its officers, agencies, servants and employees of and from any and all liability, claims, demands, debts, suits, actions and cause of action, including wrongful death, arising out of or in any manner connected with the performance of services by the VCPFA President for the benefit of the VCPFA.

The provisions of Section 2612 shall expire at midnight on July 31, 2024.

Agreed to this 10th day of October, 2023, by:

FOR THE DISTRICT:

FOR VCPFA:



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Shawn Atin  
Asst. County Executive Officer /  
Director of Human Resources



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Kevin Aguayo  
President