

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the City of Bend Employees Association (COBEA) and the City of Bend (City) is for the purpose of memorializing the agreement between the parties as it relates to extending the existing Memorandum of Understanding regarding telematics dated October 18, 2019.

### Recitals

- A. The implementation of telematics pilot program were discussed during successor bargaining in 2019.
- B. Both parties agreed to resolve such terms in a Memorandum of Understanding on October 18, 2019.
- C. Both parties would like to extend the current Memorandum of Understanding.

### Terms of Agreement:

1. The City has begun the implementation process of a telematics program. As an extension to the pilot program for the life of the 2022 -2025 CBA, the City may continue the implementation of vehicle telematics on vehicles operated by COBEA-represented employees including Global Positioning System (GPS), and apparatus initiation software to track when apparatuses on vehicles are in use. The telematics systems will also include driver safety & fleet maintenance features that capture and report items such as fuel economy, fault codes, usage-based maintenance, paperless driver vehicle inspection reports, braking and acceleration statistics. These technologies are intended for operational and programmatic purposes, including but not limited to improving the safety and serviceability on any and all City of Bend owned vehicles and heavy equipment. The purposes of vehicle telematics are enhancing operational efficiency and quality of delivery of services to the public, and ensuring the safety of employees.
2. The City may not randomly review telematics data for the purpose of employee discipline. No employee may be disciplined or discharged based solely upon information received from GPS, telematics, or any system that similarly tracks a driver's/vehicles actions unless the employee engages in dishonesty. The City must confirm by direct observation or other additional evidence any violations warranting discipline or discharge. In the event of proposed discipline, the assigned Staff Representative and COBEA shall have access to any related data. Tampering with or disabling the telematics system may be grounds for discipline. Nothing in this article modifies any provision in Article 10, Coaching, Counseling, and Formal Discipline.

3. The City will give the Association notice and an opportunity to bargain during negotiations for a successor agreement if the City intends to continue utilizing telematics following the expiration of the 2022 -2025 CBA.
4. These provisions are being adopted to address specific issues that arose and are not intended to change any other MOU provisions, past practice, or policies nor to set precedent if, inadvertently, these provisions affect other MOU provisions, practice, or policy.
5. Any dispute between the Association and the City concerning the interpretation, application or alleged violation of any term of this Memorandum of Understanding shall be subject to the Grievance Procedure set forth in Article 11 of the parties' CBA.

This Memorandum of Understanding is effective the 29th day of July, 2022.

DocuSigned by:

*Rob DuValle*

3/20/2023

8497481E-D174A5  
Rob DuValle, HR Director  
City of Bend

DocuSigned by:

*Julie O'Connor*

3/20/2023

5494E0007640  
Julie O'Connor, President  
COBEA

**Certificate Of Completion**

Envelope Id: 88A334A97C9B4B8CAFE5F4CD172AC3E4	Status: Completed
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Document Pages: 2	Signatures: 2
Certificate Pages: 5	Initials: 0
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Julie O'Connor  
 joconnor@bendoregon.gov  
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**Electronic Record and Signature Disclosure:**

Accepted: 1/30/2023 7:21:02 AM  
 ID: 84c55646-02d3-48c1-b3f2-74f352e397a5  
 Company Name: City of Bend HR

Rob DuValle  
 rduvalle@bendoregon.gov  
 Chief People Officer  
 Security Level: Email, Account Authentication (None)

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 84B67AB1ED274C5...

Sent: 3/20/2023 3:39:18 PM  
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Signature Adoption: Pre-selected Style  
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**Electronic Record and Signature Disclosure:**

Accepted: 10/11/2022 7:45:48 PM  
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 Company Name: City of Bend HR

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	3/20/2023 11:33:02 AM
Certified Delivered	Security Checked	3/20/2023 3:49:54 PM
Signing Complete	Security Checked	3/20/2023 3:52:09 PM
Completed	Security Checked	3/20/2023 3:52:09 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, City of Bend (we, us or City) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you may be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below. Paper copies may also be requested from City by contacting Procurement.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **Notices and disclosures may be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we may provide electronically to you through the DocuSign system required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. You can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact the City:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

#### **To advise the City of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [dgalanaugh@bendoregon.gov](mailto:dgalanaugh@bendoregon.gov) and in the body of such request you must state: your previous email address, your new email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [dgalanaugh@bendoregon.gov](mailto:dgalanaugh@bendoregon.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number.**

#### **To withdraw your consent with the City**

**To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:**

**i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;**

**ii. send us an email to [dgalanaugh@bendoregon.gov](mailto:dgalanaugh@bendoregon.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number.**

#### **Required hardware and software**

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**<https://support.docusign.com/guides/signer-guide-signing-system-requirements>.**

**Acknowledging your access and consent to receive and sign documents electronically**

**To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.**

**By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:**

- You can access and read this Electronic Record and Signature Disclosure; and**
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and**
- Until or unless you notify the City as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by the City during the course of your relationship with the City.**