

**SIDE LETTER AGREEMENT
BETWEEN THE CITY OF FORT BRAGG
AND THE
FORT BRAGG POLICE ASSOCIATION**

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA") and the Memorandum of Understanding between the CITY OF FORT BRAGG, a municipal corporation of the State of California, hereinafter called "CITY" and the FORT BRAGG POLICE ASSOCIATION (FBPA), an unincorporated public employee organization, hereinafter called "ASSOCIATION," effective April 13, 2015 through June 30, 2017 ("MOU"), this Side Letter of Agreement is entered into on July 05, 2016, by and between the CITY and the ASSOCIATION as an amendment to the MOU. The ASSOCIATION and the CITY are collectively referred to herein as the "parties." It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the ASSOCIATION in the MOU shall remain in full force and effect.

The parties have met and conferred in good faith concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

Article 5, Section 10 of the MOU shall be replaced with the following:

K-9 Officer Pay. An employee assigned as a K-9 Officer shall be compensated for 60 minutes per day, seven days per week, and 365 days per year, for the normal care, feeding, and grooming of the dog as required, which includes: (1) Feeding; (2) Grooming; (3) Training; (4) Socializing; (5) Maintaining kennel; (6) Cleaning of feces; and (7) K-9 socialization and overall happiness. The hours are compensated at the then current overtime rate (time and one-half) based on the then current prevailing minimum wage (Ten Dollars per hour) (hours currently compensated at Fifteen Dollars per hour). The prevailing minimum wage shall be adjusted automatically for any increases scheduled by operation of law.

The parties agree that 60 minutes per day is a reasonable amount of time a K-9 Officer normally needs for these activities. In the event the K-9 Officer finds that more time than 60 minutes per day is necessary for these activities, it shall be the employee's responsibility to inform the City of such need and receive authorization from the Chief of Police prior to exceeding the 60-minute daily limit. Any additional hours spent in extraordinary care (e.g. times spent in non-routine or emergency veterinary care) shall be reported and compensated at the rate stated herein.

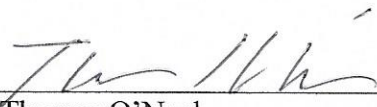
At the request of the ASSOCIATION, the updated K-9 Officer Pay will be retroactive to the effective date of the start of the current K-9 program of April 7, 2016. Initial compensation, including any retroactive compensation, will be made as soon as possible following execution of the Side Letter Agreement.

Both parties hereto recognize and agree that the CITY has the exclusive management right to direct and control Police Department operations set forth herein, including the right to make duty assignments as it sees fit, and the right to discontinue the K-9 Program at any time if, in the CITY's sole discretion, it is in the CITY's best interest.

SIDE LETTER AGREEMENT
July 05, 2016

DATED: July 05, 2016

Linda Ruffing
City Manager



Thomas O'Neal
FBPA