

**RESOLUTION NO. 3920-2016**

**RESOLUTION OF THE FORT BRAGG CITY COUNCIL APPROVING SIDE LETTER OF AGREEMENT TO THE FORT BRAGG POLICE ASSOCIATION MEMORANDUM OF UNDERSTANDING AMENDING ARTICLE 5, SECTION 10 "K-9 OFFICER PAY"**

**WHEREAS**, the City of Fort Bragg ("City") and the Fort Bragg Police Association ("Association") have entered into a Memorandum of Understanding ("MOU") with effective dates of April 13, 2015 to June 30, 2017; and

**WHEREAS**, Article 5, Section 10 of the MOU addresses K-9 Officer Pay; and

**WHEREAS**, the Police Department, beginning on April 7, 2016, has implemented a K-9 program; and

**WHEREAS**, the Association has requested modifications to the K-9 Officer Pay incentive pay to better reflect actual time spent and related costs for the care and training of the K-9 and to ensure consistency with Fair Labor Standards Act requirements for compensation for overtime hours worked; and

**WHEREAS**, City and Association have discussed the need for revisions to the MOU to address these modifications; and

**WHEREAS**, City and Association have agreed to modify the MOU as noted in the Side Letter (see Exhibit A).

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Fort Bragg does hereby approve the side letter of agreement dated July 1, 2016 to the Fort Bragg Police Association Memorandum of Understanding and authorizes the City Manager to execute the same.

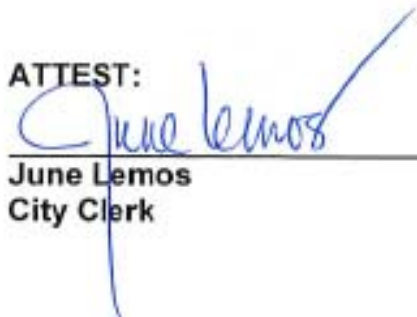
The above and foregoing Resolution was introduced by Councilmember Peters, seconded by Councilmember Hammerstrom, and passed and adopted at a regular meeting of the City Council of the City of Fort Bragg held on the 11<sup>th</sup> day of July 2016, by the following vote:

**AYES:** Councilmember Cimolino, Deitz, Hammerstrom, Peters, and Mayor Turner.  
**NOES:** None.  
**ABSENT:** None.  
**ABSTAIN:** None.



**DAVE TURNER**  
Mayor

**ATTEST:**



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June Lemos  
City Clerk

## EXHIBIT A

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

Pursuant to the provisions of the Meyers-Milius-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.

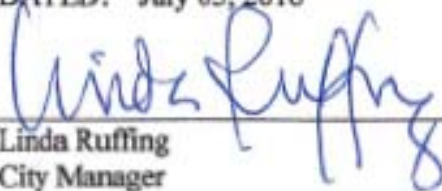
The parties agree that 60 minutes per day is a reasonable amount of time a K-9 Officer normally needs for these activities. In the event the K-9 Officer finds that more time than 60 minutes per day is necessary for these activities, it shall be the employee's responsibility to inform the City of such 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

  
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Linda Ruffing  
City Manager

  
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Thomas O'Neal  
FBPA