

**SIDE LETTER OF AGREEMENT BETWEEN
CITY OF FOUNTAIN VALLEY AND
FOUNTAIN VALLEY POLICE OFFICERS' ASSOCIATION**

This Side Letter of Agreement ("Side Letter") between the CITY OF FOUNTAIN VALLEY ("City") and the FOUNTAIN VALLEY POLICE OFFICERS' ASSOCIATION ("Association") (collectively, "Parties") is entered into with respect to the following:

WHEREAS, the Parties have entered into a Memorandum of Understanding (MOU) that is effective July 1, 2021, through June 30, 2024; and

WHEREAS, Section 4.15 – Contract Reopener - of the MOU provides that in the negotiations leading up to the MOU, the Parties agreed to undertake a compensation survey with the goal of ensuring that the total compensation of the employees in the unit is at least at the average of the designated labor market. The Parties further agreed that once the results of the compensation survey was completed, they would meet and confer in good faith for additional compensation increases, if any, to bring each classification to the market average in total compensation. Finally, Section 4.15 also provides in relevant part:

"Any additional compensation increases, as agreed upon by the parties, shall be implemented in the pay period containing January 1, 2023 and/or January 1, 2024; provided, however, that such additional increases, together with the benefit increases already provided in the pay period containing January 1, 2023 or January 1, 2024 shall not surpass four percent (4%) of the bargaining unit's total compensation in any one of those years."

WHEREAS, the Parties have met and conferred over the results of the compensation survey and the additional compensation increases produced thereby.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Effective in the pay period including March 4, 2023, Section 4.14 – Retention Incentive Premium – is modified to provide that the retention incentive premiums shall be as follows:

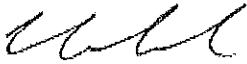
Years of Completed Sworn Law Enforcement Service	Premium of base pay
Completion of 5 years, beginning the 6 th year	5%
Completion of 10 years, beginning the 11 th year	7%
Completion of 15 years, beginning the 16 th year	8%

Completion of 20 years, beginning the 21 st year or more	9%
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2. Section 4.07 – Specialty Assignment Pay - subsection 5 – Personnel and Training Premium - is modified to provide that the premium set forth therein shall become effective January 1, 2024, not January 1, 2023.
3. Section 4.16 – Miscellaneous Provision of the MOU is hereby created to provide as follows:
 - A. Effective in the pay period containing January 1, 2024, the City shall contribute \$200 per month on behalf of each unit employee to either: (1) deferred compensation; (2) the Retiree Health Savings Program, and/or (3) The PORAC Retiree Medical Trust. In advance of January 1, 2024, the parties shall meet and mutually agree upon the allocation of the \$200 among the options, above.
 - B. For seven pay periods, beginning March 5, 2022 through June 10, 2022, only, unit employees cease to receive the Retention Incentive Pay set forth in Section 4.14 of the MOU and in Section 4.05 shall receive reduced POST Certificate pays as follows: Section 4.05 A., Intermediate Certificate reduced from 5% to \$320/month, Section 4.05 B., Advanced Certificate reduced from 12% reduced to \$545/month. Effective the pay period beginning June 11, 2022, employees shall again receive Retention Incentive Pay (Section 4.15) and the POST Certificate pays (Section 4.05 A-B) shall revert back to 5% and 12%, respectively.
4. Except as modified in this Amendment, all terms and conditions of the Memorandum of Understanding as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Memorandum of Understanding on April 5, 2022.

APPROVED AS TO FORM:

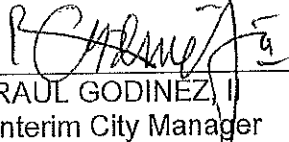
By 
COLIN BURNS
Attorney for the City

ATTEST:



RICK MILLER
Clerk of the Council

CITY OF FOUNTAIN VALLEY:


PATRICK HARPER
Mayor


RAUL GODINEZ II
Interim City Manager

FOUNTAIN VALLEY POLICE
OFFICERS' ASSOCIATION:


Isaac Marquez (Mar 30, 2022 13:52 PDT)
ISAAC MARQUEZ
President