

SIDE LETTER AGREEMENT NO. 6

(Rescinding Side Letter Agreement No. 5)

TO AGREEMENT NO. 6710A

BETWEEN

ADMINISTRATIVE, MANAGERIAL AND PROFESSIONAL EMPLOYEES

AND

CITY OF NAPA

**Budget Impact Side Letter**

1. The City of Napa ("City") and the Administrative, Managerial and Professional Employees ("AMP") are parties to a Memorandum of Understanding with a term of January 1, 2003 through February 28, 2011. The Memorandum of Understanding has been modified through previous side letters (Side letter Agreement No. 1 through Side Letter Agreement No. 5). The Memorandum of Understanding, as modified by the previous side letters is hereinafter referred to as the "MOU." This Side Letter Agreement No. 6 (hereinafter "Side Letter") hereby incorporates by reference all terms and conditions set forth in the MOU, unless specifically modified by this Side Letter. All terms and conditions set forth in the MOU which are not specifically modified by this Side Letter shall remain in full force and effect. The parties are committed to maintaining cooperative labor relations, including discussions over matters outside of the MOU, now and in the future. Therefore, the parties agree to modify the MOU as follows:
2. Side Letter Agreement No. 5 to Agreement No. 6710A is hereby rescinded by mutual consent. Upon the effective date of this Side Letter No. 6 (October 16, 2007) neither the City nor AMP shall be bound by the obligations of Side Letter Agreement No. 5, and the rights and obligations of the City and AMP shall be retroactively returned to those that existed prior to the effective date of Side Letter Agreement No. 5.
3. This Side Letter (including the MOU as amended herein, and all documents incorporated herein by reference) comprises the entire integrated understanding between the parties concerning the matters described in this Side Letter. This Side Letter supersedes any and all prior negotiations, agreements, or understandings between the parties, written or oral, pertaining to the subject matter of this Side Letter. It is hereby understood and agreed that, other than those that are expressly contained herein; no party has made any promises, representations, understandings or warranties. The terms of this Side Letter are contractual and not a mere recital. The documents

incorporated by reference into this Side Letter are complementary; what is called for in one is binding as if called for in all.

4. This MOU, as amended by this Side Letter, shall expire February 28, 2011.

**CITY OF NAPA:**

Nancy Weiss  
(Signature)

Nancy Weiss, Asst. City Manager

10-17-07  
(Date)

Philip Brun  
(Signature)

Philip Brun, President  
Napa Administrative, Managerial and  
Professional Employees

10/18/07  
(Date)

**ATTEST:**

Sara Cox 10.22.07  
(Signature)

for Sara Cox, City Clerk

**COUNTERSIGNED:**

Scott Nielsen  
(Signature)

Scott Nielsen, City Auditor

**APPROVED AS TO FORM:**

Michael Barrett  
(Signature)

Michael Barrett, City Attorney



CITY of NAPA

CITY CLERK  
955 School Street  
Mailing Address:  
PO Box 660  
Napa, California 94559-0660  
(707) 257-9503  
FAX # (707) 257-9534  
[www.cityofnapa.org](http://www.cityofnapa.org)

October 23, 2007


Philip Brun, President  
AMP  
P.O. Box 660  
Napa, CA 94559

**RE: SIDE LETTER NO. 6 TO AGREEMENT 6710 -A**

Dear Phil:

Enclosed please find one fully executed agreement referenced above for your records.

Very truly yours,

  
SANDY C. TELLEZ  
Legal Secretary

Enclosure

cc. Nancy Weiss

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**CITY of NAPA**

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July 7, 2005

Phil Brun, AMP President  
c/o City of Napa  
PO Box 660  
Napa, CA 94559

RE: City Agreement No. 6710-A – Side Letter Agreement No. 1

Dear Mr. Brun:

Enclosed is one fully executed agreement on the above referenced subject for your files.

Sincerely,

**LISA HARPER, CMC**  
Deputy City Clerk

Encls.