

AMENDMENT NO. 1 TO AGREEMENT NO. C2019-389

Memorandum of Understanding Between and For the City of Napa and Napa Police Officer's Association

This Amendment No. 1 ("**Amendment**") to City Agreement No. C2019-389, entitled Memorandum of Understanding Between and For the City of Napa and Napa Police Officer's Association ("**MOU**"), by and between the City of Napa, a California charter city ("**City**"), and the Napa Police Officers Association ("**NPOA**"), is effective on the Effective Date identified on the signature page.

RECITALS

A. The City of Napa ("City") and the Napa Police Officer's Association ("NPOA") are parties to a Memorandum of Understanding ("MOU") (Agreement No. C2019-389) with a term of August 10, 2019 and August 31, 2022.

B. Section 11 of the MOU establishes the recognized holidays for NPOA members and procedures for observations of the various holidays.

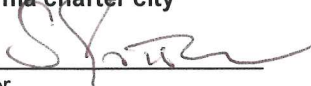
C. On August 3, 2021, the City Council adopted Resolution No. 2021-078 authorizing the City Manager to enter into a contract amendment with NPOA to provide represented employees with eight (8) hours of holiday leave in recognition of the newly established federal holiday known as Juneteenth Independence Day.

NOW, THEREFORE, the City and NPOA, for the mutual consideration described herein, agree as follows:

1. INCORPORATION BY REFERENCE. Unless otherwise specified, all subsequent references to the MOU are deemed to mean the original MOU as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the MOU by reference, except and only to the extent that any terms or conditions of the MOU are specifically modified by this Amendment. All terms and conditions in the MOU that are not specifically modified by this Amendment remain in full force and effect.
2. ADDITION OF SECTION 11.1. MOU Section 11 is hereby amended to add a new subsection 11.1 to provide: "In recognition of the Juneteenth National Independence Day (hereinafter "Juneteenth") for calendar year 2021, the City will pay each member eight (8) hours of holiday pay on the next administratively available payroll. The City's recognition of Juneteenth for calendar years after 2021 will be subject to negotiations between the City and NPOA."
3. ENTIRE MOU. The MOU, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Amended Section. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified.
4. SIGNATURES. The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of NPOA and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.


IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

CITY:
CITY OF NAPA, a California charter city


By: 
Steve Potter, City Manager


ATTEST: 
Tiffany Carranza, City Clerk

Date: 8/17/2021
("Effective Date")

NPOA:
By: 
Darlene Elia, President

By: _____

COUNTERSIGNED:

Joy Riesenber, City Auditor

APPROVED AS TO FORM:

Michael W. Barrett, City Attorney