

**SIDE LETTER NO. 1 TO AGREEMENT NO. C2019-389**

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

This Side Letter No. 1 ("**Side Letter**") to City Agreement No. C2020-205, entitled Memorandum of Understanding Between and For the City of Napa and Napa Police Officers' 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 Officers' 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. The City and the NPOA entered into Amendment No. 1 to Agreement No. C2019-389 on August 7, 2021 to amend Section 11 of the MOU related to recognized holidays and add the Juneteenth Holiday for calendar year 2021.

C. On December 3, 2019, the City Council adopted Resolution No. R2019-136 establishing the "Recruitment and Hiring Incentives Program" (which may be referred to as the "Program") for hard-to-fill positions, and authorizing the City Manager to implement the Program, including to meet and confer as appropriate with represented bargaining units. Implementation of the program in its entirety was unexpectedly delayed as a result of the COVID-19 pandemic.

D. The Recruitment and Hiring Incentives Program includes provisions for advanced vacation accrual rates, as well as initial credits of vacation time upon hire which differ from Section 12 of the MOU which includes vacation provisions for lateral officers hired by the City.

E. The City and NPOA began the meet and confer process related to the issuance of vacation accrual incentives in late 2019 which has been delayed due to the impacts of the COVID-19 Pandemic and the deferred offering of hiring incentives of the City based on budget constraints.

F. The City and NPOA have reviewed the Recruitment and Hiring Incentives Program to clarify its application for police officer positions.

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 Agreement are deemed to mean the original MOU as modified by any amendments preceding this Side Letter, if any. This Side Letter incorporates the MOU by reference, except and only to the extent that any terms or conditions of the MOU are specifically modified by this Side Letter. All terms and conditions in the MOU that are not specifically modified by this Side Letter remain in full force and effect.

2. **ADDITION OF NEW SECTION 12.1.2.** Effective April 2, 2022, City may utilize the Recruitment and Hiring Incentives Program for vacation accrual credit, at the sole discretion of the City, as implemented by the City Manager, as a hiring incentive when needed to attract lateral peace officers. This incentive will be offered in accordance with the approved Program, at the time of hire, but the advanced vacation accrual rate will not apply until the member successfully completes probation. A vacation accrual credit of 80 hours may be granted at time of hire, then once the member successfully completes their probationary period, they will be moved to the appropriate vacation accrual tier in accordance with their total years of service as a peace officer. This vacation accrual rate will not be offered retroactively to date of hire but will be granted on a go forward basis upon successful completion of probation.

3. **RENUMBERING OF SECTION 12.** The previously existing Section 12.1.2 will be renumbered to 12.1.3

4. **APPLICATION TO EXISTING EMPLOYEES.** Members hired between January 1, 2020, and the effective date of this Side Letter, who had previous years of service as a peace officer at the time of hire making them eligible for an advanced vacation accrual rate, shall be granted an advanced vacation accrual rate, pursuant to the Recruitment and Hiring Incentives Program. These members' previous years of experience as a peace officer with another California public safety agency will be incorporated as if those years were in service with the City of Napa. Thus, advancing them to the appropriate vacation accrual tier in accordance with the chart in section 12.1 of the MOU. The agreement above is a one-time exception in light of the unique circumstances created over the past two (2) years as a result of the COVID-19 pandemic, and shall not create a precedent, past practice, nor any expectation that this incentive is a right for all members.

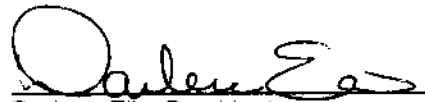
5. **SIGNATURES.** The individuals executing this Side Letter represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Side Letter on behalf of the respective legal entities of NPOA and City. This Side Letter shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

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

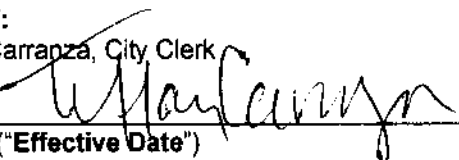
**CITY:**  
CITY OF NAPA, a California charter city

By:   
Steve Potter, City Manager

**NPOA:**

By:   
Darlene Elia, President

**ATTEST:**  
Tiffany Carranza, City Clerk

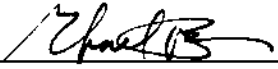
Date:   
("Effective Date")

By: \_\_\_\_\_

**COUNTERSIGNED:**

  
Joy Riesenber, City Auditor

**APPROVED AS TO FORM:**

  
Michael W. Barrett, City Attorney