

**SIDE LETTER AGREEMENT AMENDING  
THE JULY 1, 2020 TO JUNE 30, 2024  
MEMORANDUM OF UNDERSTANDING BETWEEN  
THE REDONDO BEACH FIREFIGHTER'S ASSOCIATION  
AND THE CITY OF REDONDO BEACH**

The Redondo Beach Firefighter's Association ("RBFA") and the City of Redondo Beach ("City"), having previously negotiated and executed a Memorandum of Understanding for the RBFA Bargaining Unit for the period July 1, 2020 to June 30, 2024 (the "MOU"), do hereby agree and adopt this side letter agreement (the "Side Letter Agreement") amending ARTICLE XI and applying ARTICLE X in the following specific particulars only.

**TERM OF SIDE LETTER AGREEMENT**

This Side Letter Agreement shall be effective after execution and adoption by both the RBFA and the City (the "Effective Date") and shall continue in full force and effect until the sooner of (1) expiration of the term of the current MOU, or (2) amended by a written document executed by both the RBFA and the City (the "Term").

**MOU ARTICLE XI AND OTHER MATTERS WITHIN THE SCOPE OF  
REPRESENTATION**

**Addition of Section 25 to Article XI**

From and after the Effective Date employees within the City's current Management and Confidential classification of Fire Division Chief shall be represented exclusively by the Redondo Beach Firefighters' Association in all matters directly defining the employment relationship related to wages, hours, and other terms of employment.

Until this Side Letter Agreement is amended by a written document executed by both the RBFA and the City, pay and benefits for the Fire Division Chief will be as established by the Pay and Benefits Plan for Management and Confidential Employees.

The City and Association agree to meet and confer to discuss terms and conditions for, and incorporation of, the Fire Division Chief classification in future agreements between the City and Association.

**Application of Section 2 of MOU Article X**

Article X, Section 2 of the RBFA MOU (entitled "Grievance Procedure") shall apply to the classification of Fire Division Chief, beginning at Step III, from and after the Effective Date.

### **INCORPORATION CLAUSE**

This Side Letter Agreement contains the entire agreement between the parties related to the amendment of ARTICLE XI and application of ARTICLE X during the Term, and there are no other agreements or understandings not specifically set forth in writing herein. Neither the RBFA nor City have relied upon any agreements, understandings, or representations related to the subject matter of this Side Letter Agreement not specifically set forth in writing herein. In the event of a conflict between any term or condition of this Side Letter Agreement and the MOU, this Side Letter Agreement shall control. This Side Letter Agreement may be amended only by a written document executed by both parties. No act or omission of a party shall be construed or implied to be a waiver of any term or condition of this Side Letter Agreement.

### **SAVINGS CLAUSE**

The terms of this Side Letter Agreement have been reached by the RBFA and the City after negotiations and fulfillment of all legally required meet and confer obligations. In the event of any dispute as to the meaning of any term or condition of this Side Letter Agreement, the parties shall meet in good faith to resolve such dispute. If any such dispute is not resolved within a reasonable period of time, the exclusive resolution of such dispute shall be consistent with the mediation process described in Article X the MOU. The parties agree that in the event any term or condition of this Side Letter Agreement violates (now or in the future) any applicable state or federal law, the City Manager shall reform this Side Letter Agreement, but only to the extent so that it is fully compliant with such state or federal law; provided, however, the City Manager shall not have any power to reform, declare, order or award that the MOU shall supersede or control any term or condition this Side Letter Agreement.

### **NO OTHER AMENDMENT OR MODIFICATION**

Except as specifically provided herein, no other term or condition of the MOU is modified or amended by this Side Letter Agreement

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURES APPEAR ON NEXT PAGE

**FOR THE ASSOCIATION:**

DocuSigned by:

*Kenny Campos*

FCFB9A0D503A486...

Kenneth Campos, President

Chad Smith, First Vice President

DocuSigned by:

*Matt Taras*

C83F6D2AAD67423...

Matt Taras, Second Vice President

**FOR THE CITY:**

DocuSigned by:

*William C. Brand*

E6413C7231DF4E1...

William C. Brand, Mayor

**APPROVED AS TO FORM:**

DocuSigned by:

*Michael W. Webb*

669049EDE03D402...

Michael Webb, City Attorney

**ATTEST:**

DocuSigned by:

*Eleanor Manzano*

72F2AC716C214CF...

Eleanor Manzano,  
city clerk