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 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the MOU related to MOU ARTICLE V- SECTION 1.02 – INSURANCE BENEFITS and in the following specific particularities only.

TERM OF SIDE LETTER AGREEMENT

This Side Letter Agreement shall commence effective January 14, 2023 and after execution and adoption by both the RBFA and the City. The agreement shall continue in full force and effect unless and until it is amended by a written document executed by both parties.

MOU ARTICLE V, SECTION 1.02 – INSURANCE BENEFITS

<u>Amendment of Section 1.02</u>: During the Term of this Side Letter Agreement, **Section 1.02 Insurance Benefits** of the MOU shall be amended as follows:

The Monthly Allowances shall be awarded to employees who enroll in the PERS health plan as follows:

Effective January 1, 2023	Monthly Allowance
Employee Only	\$1250
Employee + 1	\$1600
Employee + 2 or more	\$2000

INCORPORATION CLAUSE

This **Side Letter Agreement** contains the entire agreement between the parties related to the amendment and restatement of **MOU ARTICLE V- SECTION 1.02 - INSURANCE BENEFITS** during the **Term**. There are no other, and 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 parties 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 have the power to 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**.

FOR THE ASSOCIATION:	FOR THE CITY:
DocuSigned by:	DocuSigned by:
tenneth Campos	Mls H. Nelvenheim For DC2A3D6CA98045B
Kenneth Campos, President	William C. Brand, Mayor
DocuSigned by:	Nils H. Nehrenheim, Mayor Pro Tempore
Chad Smith B9359AOEE4CC4D8	
Chad Smith, First Vice President	APPROVED AS TO FORM:
DocuSigned by:	DocuSigned by:
Matt Taras	Michael W. Webb
C83F6D2AAD67423	669049EDE03D402
Matt Taras, Second Vice President	Michael Webb, City Attorney
	ATTEST:
	DocuSigned by:
	Eleanor Mangano 72F2AC716C214CF
	Eleanor Manzano, City Clerk