

**SIDE LETTER AGREEMENT**  
**BETWEEN**  
**CITY OF MANHATTAN BEACH**  
**AND**

**THE MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION**

This Side Letter Agreement ("Agreement") between the City of Manhattan Beach ("City") and the Manhattan Beach Police Officers' Association ("POA") (collectively "Parties") is entered into with respect to the following:

WHEREAS, the City and POA entered into a Memorandum of Understanding ("MOU") with the terms of January 1, 2016 through December 31, 2018; and

WHEREAS, the MOU provides that the City agrees police officers, who are designated to receive premium pay for the Dog Handler assignment, must live within 30 miles of the City; and

WHEREAS, the POA is requesting the City to increase the required maximum resident distance from 30 miles to 50 miles for the Dog Handler assignment; and

WHEREAS, the parties wish to modify Article 12: Special Pays to increase the maximum resident distance requirement to 50 miles for police officers designated to receive premium pay for the Dog Handler assignment; and

NOW THEREFORE, the parties agree as follows:

1. Article 12: Special Pays is modified as can be seen with track changes below as follows:

**ARTICLE 12: SPECIAL PAYS**

(d) Dog Handler Pay: Employees who are assigned as dog handlers shall, during the period of such assignment, receive an amount of 7.5% on top of base pay which will be considered full compensation for the special skills associated with the position and for all time spent on and off duty to care for the following, but not limited to, feeding and cleaning up after the animal, attending to the animal's physical health, welfare and grooming, training, medicating, veterinary care, daily and routine maintenance to the canine vehicle and field equipment. The parties acknowledge that the Fair Labor Standards Act entitles the parties to agree to a reasonable level of compensation for the performance of off duty canine duties. The compensation derived at in this agreement was determined after an actual inquiry of the Canine Officer(s) of the number of hours spent each week performing the off-duty tasks identified above related to the canine. The parties agree that the compensation provided herein based on that inquiry compensates the dog handler for 30 hours per

month. It is the intent of the parties through the provisions of this article to fully comply with the requirements of the Fair Labor Standards Act. Both parties believe that this agreement complies with the requirements of the Fair Labor Standards Act. In addition, during that time, the City will compensate the officer for uniform maintenance as outlined under Article 16 of this MOU. Employees assigned as dog handlers shall be provided a City vehicle for this purpose, but such travel time to and from work shall not be compensated. Officers assigned to canine must live within 5030 miles of the City. The parties agree that to the extent permitted by law, Dog Handler Pay is special compensation as defined by CalPERS regulations and shall be reported as such to CalPERS pursuant to Title 2 CCR, Section 571(a)(4) as Canine Officer Premium.

FOR THE CITY OF MANHATTAN BEACH

\_\_\_\_\_  
Mark Danaj  
City Manager

\_\_\_\_\_  
Date

FOR THE MANHATTAN BEACH POLICE OFFICERS' ASSOCIATION

  
\_\_\_\_\_  
Michael Rosenberger  
President, MBPOA

14 JUN 17  
\_\_\_\_\_  
Date