

RESOLUTION NO. 2011-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON BEACH AMENDING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE FIRE MANAGEMENT ASSOCIATION (FMA), BY ADOPTING THE SIDE LETTER OF AGREEMENT (MOU EXTENSION)

WHEREAS, on November 17, 2008, the City Council of Huntington Beach adopted Resolution No. 2008-72 for the purpose of adopting the Memorandum of Understanding (MOU) between the City and the Fire Management Association (FMA);

Subsequent to the adoption of the MOU, the City of Huntington Beach and FMA agreed to changes, corrections, and clarifications to the MOU that are reflected in a Side Letter of Agreement between the City of Huntington Beach and FMA ("Side Letter of Agreement") attached hereto as **Exhibit A** and incorporated herein by this reference. The Side Letter of Agreement pertains to MOU Extension.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Huntington Beach as follows:

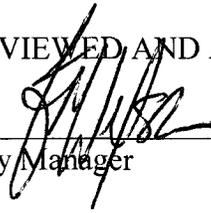
- Section 1. The Side Letter of Agreement attached hereto as **Exhibit A** is approved and adopted.
- Section 2. The Side Letter of Agreement amends the MOU between the City of Huntington Beach and FMA.

PASSED AND ADOPTED by the City Council of the City of Huntington Beach at a regular meeting thereof held on the 6th day of September, 2011.



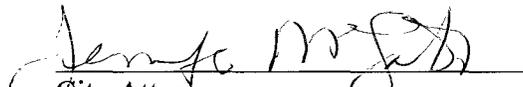
Mayor

REVIEWED AND APPROVED:



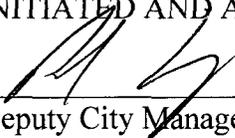
City Manager

APPROVED AS TO FORM:



City Attorney
8.23.11

INITIATED AND APPROVED:



Deputy City Manager

**City of Huntington Beach
SIDE LETTER AGREEMENT**

Representatives of the Fire Management Association ("FMA") and the City of Huntington Beach ("City") hereby agree to the following terms related to the FMA MOU with respect to the following:

ARTICLE I - TERM OF MOU

This Agreement shall be in effect for a period of forty-eight (48) months commencing July 1, 2008 and expiring on June 30, 2012.

- a) The Association shall have the exclusive option to extend the MOU, without any change in its terms and conditions, for an additional year through and including June 30, 2013. (Resolution No. 2010-20)
- b) This article is hereby amended to extend the term of the MOU so that the MOU, as amended herein, shall expire September 30, 2013.

ARTICLE V - SALARY SCHEDULES AND RETIREMENT

C. California Public Employees' Retirement System (CalPERS Pick-up)

Each employee covered by this agreement shall be reimbursed an amount equal to nine percent (9%) of the employee's part of his/her California Public Employees' Retirement System (CalPERS) contribution unless otherwise modified in this MOU. The above CalPERS pickup is not salary but is done pursuant to Section 414(h)(2) of the Internal Revenue Code.

Article V (C) is hereby modified such that the combined City-paid and employee-paid CalPERS pickup contribution equals 9%. The City shall pay 4.75% of each employee's "compensation earnable" of the employer-paid contribution of 9%. All employees covered by this agreement shall pay 4.25% of "compensation earnable" towards the employer-paid contribution of 9%. (Resolution 2010-20).

- i. **Article V (C) is hereby modified such that the combined City-paid and employee-paid CalPERS pickup contribution equals 9%. The City shall pay 2.25% of each employee's "compensation earnable" of the employer-paid contribution of 9%. All employees covered by this agreement shall pay 6.75% of "compensation earnable" towards the employer-paid contribution of 9%.**

F. CalPERS Additional Benefits

1. The City shall provide all safety employees with the retirement program commonly known and described as the "3% at age 50 plan" which is based on the retirement formula as set forth in the CalPERS, Section 21362.2 of the California Government Code, including the one-half continuance option (Government Code Sections 21263 and 21263.1) for safety employees and the Fourth Level of the 1959 survivor option for all employees as established by the CalPERS, Section 21382 of the California Government Code.
 - a. **If all of the other safety units agree, the Association commits to implementation of a second tier retirement formula for new hires.**

Side-Letter Implementation

Except as modified above, all remaining terms and conditions set forth in the existing MOU, and all wages, hours and other terms and conditions of employment described therein and presently enjoyed by represented employees shall remain in full force and effect throughout the remainder of the term of the MOU as extended.

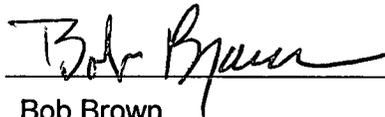
The modified provisions contained in this side letter are effective October 1, 2011 and will remain in full force and effect unless otherwise specifically modified, either by extension of this side-letter, a subsequent side-letter or a successor memorandum of understanding.

The parties agree that this side-letter agreement and the implementation thereof will not be subject to Personnel Rule 19 – Grievance Procedure/Non-Disciplinary Matters, or otherwise appealed either administratively or in a court of competent jurisdiction.

IN WITNESS WHEREOF, the parties have caused this SIDE LETTER AGREEMENT to be executed by and through their authorized officers on September 6, 2011.

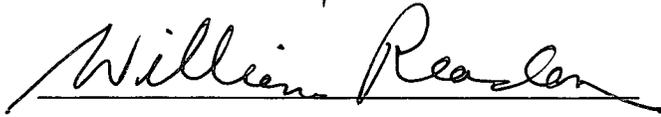
**Huntington Beach
Fire Management Association**

City of Huntington Beach



Bob Brown
President

Dated: 8/30/11

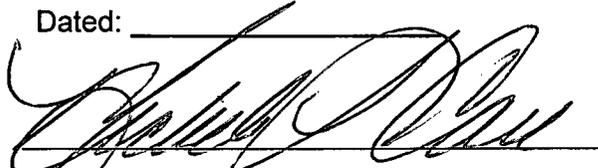


William Reardon
Vice-President

Dated: 8-30-11



Fred A. Wilson
City Manager

Dated: 

Michele Carr
Director of Human Resources

Dated: 8/30/11

APPROVED AS TO FORM:



Jennifer M. McGrath
City Attorney

Dated: 8/30/2011

STATE OF CALIFORNIA
COUNTY OF ORANGE) ss:
CITY OF HUNTINGTON BEACH)

I, JOAN L. FLYNN the duly elected, qualified City Clerk of the City of Huntington Beach, and ex-officio Clerk of the City Council of said City, do hereby certify that the whole number of members of the City Council of the City of Huntington Beach is seven; that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said City Council at a **regular** meeting thereof held on **September 6, 2011** by the following vote:

AYES: Shaw, Harper, Hansen, Carchio, Bohr, Dwyer, Boardman
NOES: None
ABSENT: None
ABSTAIN: None



City Clerk and ex-officio Clerk of the
City Council of the City of
Huntington Beach, California