

**SIDE LETTER AGREEMENT TO THE 2019-2024 MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF GARDENA AND THE GARDENA POLICE OFFICERS ASSOCIATION
REGARDING MOTOR OFFICER PORTAL-TO-PORTAL PAY**

WHEREAS, the City of Gardena ("City") and the Gardena Police Officers Association ("GPOA") are parties to a Memorandum of Understanding ("MOU") which, as amended, is in effect from August 1, 2019 to July 31, 2024;

WHEREAS, the City and the GPOA desire to memorialize an existing past practice regarding Motor Officer Pay and extend the MOU by this Side Letter Agreement to supersede any inconsistent or conflicting provisions of the parties' MOU signed on August 13, 2019;

WHEREAS, at the discretion of the Police Chief, or designee, employees may be assigned to the uniformed patrol group of Motor Officers to conduct traffic enforcement in which such duty is exercised, including while in transit to and from work, when an affected employee is wearing a police uniform and badge and riding an assigned department-issued marked black and white police patrol motorcycle that is equipped with emergency lights, sirens and police emblems;

WHEREAS, the City recognizes that traffic enforcement is an integral and indispensable activity to the principal duties of a Motor Officer; and

NOW, THEREFORE, the City and the GPOA agree to the following terms:


Motor Officers assigned a take-home police patrol motorcycle are considered "on-duty" and shall be appropriately compensated while traveling to and from their residence and the Gardena Police Department (i.e., portal-to-portal). Motor Officers shall be fully suited in a police uniform and badge while on-duty. It is expected for Motor Officers to take law enforcement action if the officer observes a crime occurring such as the discretion to take enforcement action on vehicle violations and/or minor criminal offenses.

This Side Letter Agreement is not intended to confer any new benefit but is intended to confirm the existing past practice of the City and/or the Gardena Police Department.

All other terms and conditions of the MOU between the City and the GPOA that have not been amended by this Side Letter Agreement shall remain in full force and effect.

Dated: 10/5/19

GARDENA POLICE OFFICERS ASSOCIATION



Michael Sargent, GPOA President

Dated: 10/23/19

CITY OF GARDENA



Clint Osorio, Interim City Manager